

1.

Contracts

**Documents:**

E-72-18 NCWEB.PDF  
E-68-18 NCWEB.PDF  
E-70-18 NCWEB.PDF  
A-27-18 NCWEB.PDF  
E-74-18 NCWEB.PDF  
E-76-18 NCWEB.PDF  
U-15-18 NCWEB.PDF  
U-17-18 NCWEB.PDF  
E-73-18 NCWEB.PDF  
E-69-18 NCWEB.PDF  
E-71-18 NCWEB.PDF  
E-67-18 NCWEB.PDF  
E-75-18 NCWEB.PDF  
U-14-18 NCWEB.PDF  
U-16-18 NCWEB.PDF

2.

Agendas

**Documents:**

F-6-25-18.pdf  
H-6-25-18.pdf  
MA-6-25-18.pdf  
PL-6-25-18.pdf  
PS-6-25-18.pdf  
PW-6-25-18.pdf  
VS-6-25-18.pdf  
GS-6-25-18.pdf  
E-6-25-18.pdf  
R-6-25-18.pdf  
TV-6-25-18.pdf



E-72-18

NIFS ID:CQCL18000001-01

Department: County Clerk

Capital:

SERVICE: Mailing Related Services

Contract ID #:CQCL18000001-01 NIFS Entry Date: 09-MAR-18

Term: from 23-MAR-18 to 22-MAR-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Word Power Unlimited, Inc</b>	Vendor ID#: 112672061-01
Address: 433 Willis Ave Williston Park, NY 11596	Contact Person: William Wiley
	Phone: 516-873-5363

<b>Department:</b>	
Contact Name: John Butler	
Address: 240 Old Country Road, Room 109 Mineola, NY 11501	
Phone: 516-426-3496	

## Routing Slip

Department	NIFS Entry: X	16-MAR-18 -- JBUTLER
Department	NIFS Approval: X	16-MAR-18 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-MAR-18 -- APERSICH
OMB	NIFS Approval: X	22-MAR-18 -- JNOGID
County Atty.	Insurance Verification: X	20-MAR-18 -- NSARANDIS
County Atty.	Approval to Form: X	19-MAR-18 -- DMCDERMOTT
Dep. CE	Approval: X	14-JUN-18 -- HWILLIAMS



Leg. Affairs	Approval/Review: X	28-MAR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Contract6 for postal / mail sorting services for bulk mail processing of informational pieces and other related documents sent by the County Clerks Office.
<b>Method of Procurement:</b> RFP
<b>Procurement History:</b> Selected vendor has been a County Contractor since 2001.
<b>Description of General Provisions:</b> Contract for one (1) year period (3/23/18 to 3/22/19) with option to extend for three (3) additional terms.
<b>Impact on Funding / Price Analysis:</b> Funding will be drawn from the General Fund CL 1100 DE 500
<b>Change in Contract from Prior Procurement:</b> Contractor held prior contract at \$50,000.
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	CL	Revenue		1	CLGEN1100 / DE500	\$ 80,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.00</b>		<b>TOTAL</b>	<b>\$ 80,000.00</b>



Nassau County Interim Finance Authority

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

1. Vendor: Word Power Unlimited, Inc

2. Dollar amount requiring NIFA approval: \$80000

Amount to be encumbered: \$80000

This is a New

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

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

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

3. Contract Term: 03/23/2018 to 3/22/2019

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Contract6 for postal &#x2F; mail sorting services for bulk mail processing of informational pieces and other related documents sent by the County Clerks Office.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

APERSICH

22-MAR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.      – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY CLERK AND WORD POWER UNLIMITED, INC.

WHEREAS, the County has negotiated a personal services agreement  
with Word Power Unlimited, Inc., to provide postal services to the  
Department, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Word Power Unlimited, Inc.

2018 JUN 15 4 11:00  
CLERK OF NASSAU COUNTY

Jack Schnirman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Word Power Unlimited  
CONTRACTOR ADDRESS: 433 Willis Avenue, Valhalla Park NY 11596  
FEDERAL TAX ID #: 11 267 2061

**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 1/26/18 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 2/16/18 [date]. 1 [state #] proposals were received and evaluated. The evaluation committee consisted of: John Butler Fiscal Officer, Eileen O'Reilly  
Catherine Gray Deputy County Clerk

(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

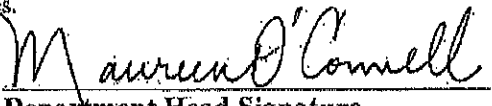
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
Department Head Signature  
3/12/18  
Date

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



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?

4-6-17 Friends of Rose Walker \$150.00  
9-26-17 Mamean O'Connell for County Clerk \$200.00  
10-10-17 Martins for County Exec \$200.00

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: Word Power Unlimited, Inc.

Dated: 3-1-18

Signed: William T. Wiloy

Print Name: William T. Wiloy

Title: President



APPENDIX D  
**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 T. Wiley  
Date of birth 4 / 12 / 55  
Home address 74 Harvard St.  
City/state/zip Williston Park NY  
Business address 433 Willis Ave  
City/state/zip Williston Park NY 11556  
Telephone 516 - 879-9363  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 1 / 1 / 85 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. 50%

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.

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

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

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

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

- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- 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 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, William T. Wiley, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 16 day of February 2018

Andrea L. Sturm

Notary Public

ANDREA L. STURM  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 04ST6236226  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 2/22/2019

Wood River Unlimited Inc.  
Name of submitting business

William T. Wiley  
Print name

William T. Wiley  
Signature

President  
Title

02.16.18 Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Karen A. Wiley  
Date of birth 9/16/57  
Home address 74 Harvard St.  
City/state/zip Williston Park NY 11596  
Business address 433 Willis Ave  
City/state/zip Williston Park NY 11596  
Telephone 516-973-5363  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President   /  /   Treasurer   /  /    
Chairman of Board   /  /   Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary   /  /    
Chief Financial Officer   /  /   Partner   /  /    
Vice President 11/1/55   /  /    
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. 50%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

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

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

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

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



**CERTIFICATION**

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

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

Sworn to before me this 15<sup>th</sup> day of March 2018

FARA A. GAERTNER  
Notary Public

FARA A. GAERTNER  
Notary Public, State of New York  
No. 01GA6092684  
Qualified in Nassau County  
Commission Expires May 27, 2019

Word Power Unlimited, Inc.  
Name of submitting business

Karen A. Wiley  
Print name

Karen A. Wiley  
Signature

Vice President  
Title

03 / 15 / 2018  
Date

**APPENDIX C**  
**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).

Date: 2-16-18

1) Bidder's/Proposer's Legal Name: Word Power Unlimited Inc.

2) Address of Place of Business: 433 Willis Ave Wallington Park NY

List all other business addresses used within last five years:

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

Phone: 516-873-5363

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 112672061

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) S-Corp

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_\_\_ No ☒ If Yes, provide details: \_\_\_\_\_

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

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 owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐ If Yes, provide details for each such instance.

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

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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 on behalf of Nassau County. No conflict exists

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(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

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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. Question all employees and potential employees of any relationships with Nassau County employees. To determine any conflicts of interest.

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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 NASSAU County Legislature

Contact Person Cristina Brennan

Address 1550 Franklin Ave

City/State Mineola NY 11501

Telephone 516-571-1977

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

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company NASSAU County Legislature  
Contact Person Kevan Abrahams  
Address 1550 Franklin Ave  
City/State Mineola NY 11501  
Telephone 516-571-6201  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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Company NASSAU County  
Contact Person Edward Mellina  
Address 1550 Franklin Ave  
City/State Mineola NY 11596  
Telephone 516-571-6201  
Fax # \_\_\_\_\_  
E-Mail 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.

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

Sworn to before me this 16 day of February 2018

Andrea L. Sturm  
Notary Public

ANDREA L. STURM  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 04ST6236226  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 2/22/2019

Name of submitting business: Wind Power Unlimited Inc

By: William T. Wiley  
Print name

William T. Wiley  
Signature  
President  
Title

02 / 16 / 18  
Date

Resume of Word Power Unlimited, Inc.

A)

i) Founded April 1, 1983; Incorporated 1/23/85

ii) President  
William T. Wiley  
74 Harvard Street  
Williston Park, NY 11596

Vice President  
Karen A. Wiley  
74 Harvard Street  
Williston Park, NY 11596

iii) President  
William T. Wiley  
74 Harvard Street  
Williston Park, NY 11596

Vice President  
Karen A. Wiley  
74 Harvard Street  
Williston Park, NY 11596

iv) Incorporated in the State of New York

v) Five (5)

vi) \$750,000+/-

vii) For over 30 years, have assisted clients in developing and maintaining their database and mailing applications. We have provided mailing and addressing services for leading local and national corporations, as well as many local and national Not for Profit organizations.

viii) not applicable

B) 34 years in business

C) Word Power is a small, family owned business who has been providing database and mailing services to Nassau County for over 15 years.



APPENDIX F

COUNTY OF NASSAU

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

1. Name of the Entity: Wood Power Unlimited Inc.  
Address: 433 Willis Ave  
City, State and Zip Code: Williston Park NY 11556
2. Entity's Vendor Identification Number: 112672061
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp S Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

William T. Wiley 74 Harvard St. Williston Park NY, President  
Karen A. Wiley 74 Harvard St. Williston Park NY, Vice President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

William T. Wiley President 74 Harvard St. Williston Park NY  
Karen A. Wiley Vice President 74 Harvard St Williston Park NY

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

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

None

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

None

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

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

Dated: 2-16-18

Signed: 

Print Name: William T. Wilcox

Title: President

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (the "Effective Date") (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 Office of the County Clerk, having its principal office at 240 Old Country Road, Mineola, NY 11501 and (ii) Word Power Unlimited, Inc., a New York State corporation, having its principal office at 433 Willis Avenue, Williston Park, New York 11596 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and terminate in a period of one (1) year, unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement on the same terms and conditions for three (3) additional one-year periods for a possible total term of four (4) years, subject to the County's right of early termination as provided for in this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") to the department shall be performed on an as needed basis, determined by the Department; and the Services shall be those that are more fully described in "Exhibit A" attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) ("Maximum Amount") in any Term of this agreement, and shall be payable in accordance to the rate schedule detailed in "Exhibit A" attached hereto. The rates are inclusive of all expenses and all other costs incidental to the Services to be provided by Contractor under this Agreement, including travel.

The Maximum Amount provided for the above may be increased by amendment in accordance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his

or her duly designated representative (the "Comptroller").

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

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance 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 Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii)

independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(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.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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



omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

or addresses as shall be designated by written notice.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature,

and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

RAYMOND J. HALLER  
Notary Public, State of New York  
No. 0114A-1825461  
Qualified in Nassau County  
Commission Expires December 31, 20 18

By: [Signature]  
Name: William T. Wiley  
Title: President  
Date: 3-6-18

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 6<sup>th</sup> day of March in the year 2018 before me personally came William Waley to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or ~~she~~ is the President of World Power Unlimited, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

RAYMOND J. HALLER  
Notary Public, State of New York  
No. 01HA4625461  
Qualified in Nassau County  
Commission Expires December 31, 2018

188.

On the 6<sup>th</sup> day of March in the year 2018 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.

11

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any



additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE; evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

William T. Wiley (Name)  
433 Willis Ave. Williston Park, NY (Address)  
516-873-5363 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

3-6-18  
Dated

*John A. Wiley*  
Signature of Chief Executive Officer

William T. Wiley  
Name of Chief Executive Officer

Sworn to before me this

6<sup>th</sup> day of March, 2008

Notary Public

*Raymond J. Haller*  
RAYMOND J. HALLER  
Notary Public, State of New York  
No. 01HA4625461  
Qualified in Nassau County  
Commission Expires December 31, 2018

## EXHIBIT A

Postal Presort, First Class or Standard A  
Includes class reports, summary of mailing and 3602  
And all documentation as required to be electronically uploaded  
To US Postal website

Letter Size	\$22.00 p/m*
Flat Size	\$25.70 p/m
Folding	\$15.75 p/m
Inserting 1 piece into #10, 6 x 9 or 10 x 12 envelope and sealing	\$31.50 p/m
Inserting each additional piece into #10, 6 x 9 or 10 x 12 envelope	\$15.75 p/m
Letter quality addressing of self mailers or envelopes Includes + 4 zip codes, endorsement line and bar codes	\$78.75 p/m
Ink jet mailing indicia onto mail piece	\$14.70 p/m
Tabbing as required for self mailers	\$33.00 p/m
One time fee for importing data from mag tape or CD	\$150.00
Delivery to Hicksville, NY Post Office	N/C
Pick up at County Facility	N/C
Clean-up return mail, both deletions and corrections	N/C
Required 24 hour turnaround on all mailings for time sensitive material	N/C
Extracting data/records from data source as specified. This service To include indexing, cataloging and analysis of raw data including but Not limited to gender, age, AD, ED home owner status (for land filings), Sorting business address and business services provided (for business And corporation name filings).	\$225

\*p/m = per 1,000 pieces



Corporate Officers of  
Word Power Unlimited, Inc.  
As of February 16, 2018

William T. Wiley  
President  
Word Power Unlimited, Inc.  
433 Willis Avenue  
Williston Park, NY 11596

phone (516) 873- 5363  
fax (516) 873 5364

Karen A. Wiley  
Vice President  
Word Power Unlimited, Inc.  
433 Willis Avenue  
Williston Park, NY 11596

phone (516) 873- 5363  
fax (516) 873 5364



Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

William T. Wiley (Name)  
433 Willis Ave Williston Park NY (Address)  
516-877-9363 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

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

02/16/18  
Dated: \_\_\_\_\_  
Signature of Chief Executive Officer  
William T. Wiley  
Name of Chief Executive Officer

Sworn to before me this

16 day of February, 2018

Andrea L. Sturm  
Notary Public

ANDREA L. STURM  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 04ST6236226  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 2/22/2019



UTICA NATIONAL INSURANCE GROUP

180 Genesee Street  
New Hartford, NY 13413

WC 000001A

Issuing Company: Utica Mutual Insurance Company  
MEMBER OF UTICA NATIONAL INSURANCE GROUP



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### Information Page

**1. The Insured and Mailing Address:**

WORD POWER UNLIMITED INC.  
433 WILLIS AVE.

WILLISTON PARK

NY 11596

Policy Number: 4892541

Prior Policy Number:

Producer: Hiram Cohen & Son, Inc.  
488 Willis Avenue  
Williston Park, NY 11596

Entity of Insured: Corporation

Producer Number: Y0056

Other workplaces not shown above:

SIC#: 7331

Insured's I.D. Number: 112672061

NCCI Company Number: 15717

Risk I.D. Number:

**2. The policy period is from** 10/01/2017 **to** 10/01/2018 **12:01 AM Standard Time at the Insured's mailing address.**

**3. A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: NY

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.  
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

All States except those listed in Item 3.A., ND, OH, WA, WY

**D. This policy includes these endorsements and schedules:**

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.**  
All information required below is subject to verification and change by audit.

<input type="checkbox"/> See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Minimum Premium: \$ 574	NY	Expense Constant	\$	
Employer's Liab Minimum Premium: \$		Total Estimated Annual Premium	\$	2,934
If indicated below, interim adjustments of premium shall be made:		Deposit Premium	\$	2,934

Issuing Office: New Hartford, NY 13413

Date of Issue: 08-23-2017

Countersigned by

*Shannon C. Peck*

8-D-WC Ed: 08-2008

Copyright: 1988 National Council of Compensation Insurance

BILLING NO. 100542688



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiram Cohen & Son, Inc. 486 Willis Avenue Williston Park NY 11598	CONTACT NAME: Rosemary DeStefano PHONE: (631) No. 541 E-MAIL: rdstefano@hiramcohen.com ADDRESS: rdstefano@hiramcohen.com	FAX (A/C No): 516-742-7209
INSURED Word Power Unlimited, Inc. 433 Willis Avenue Williston Park NY 11598	INSURER(S) AFFORDING COVERAGE INSURER A: Graphic Arts Mutual Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23809

## COVERAGES

CERTIFICATE NUMBER: 110219918

REVISION NUMBER:

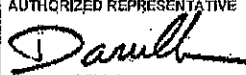
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	3044857	8/17/2017	8/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insureds per Written Contract or Agreement  
Nassau County

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 240 Old Country Road Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**UTICA NATIONAL INSURANCE GROUP**  
Graphic Arts Mutual Insurance Company  
180 Genesee Street  
New Hartford, NY 13413

Producer Number: Y0056  
Producer: Hiram Cohen & Son, Inc.  
486 Willis Avenue  
Williston Park, NY 11596

**POLICY NUMBER:** 3044857  
Renewal

**NAMED INSURED:** Word Power Unlimited Inc.

**ADDRESS:** 433 WILLIS AVE  
WILLISTON PARK, NY 11596

**FORM OF BUSINESS:** Corporation

**BUSINESS DESCRIPTION:** Mailing or Addressing Companies - Direct Mailing

**POLICY PERIOD:** FROM 08-17-2017 TO 08-17-2018 At 12:01A.M.\* Standard Time at your address shown above.

In consideration of the premium, insurance is provided only for described premises scheduled below and those coverages or kind of property described or specified by a limit of insurance, subject to all the policy terms including forms and endorsements made a part hereof: \*Exceptions: 12:00 noon in Maine, Michigan and North Carolina.



### BUSINESSOWNERS POLICY DECLARATIONS

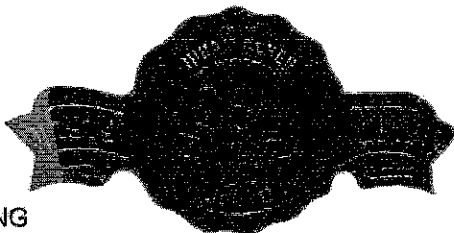
<b>LIABILITY AND MEDICAL EXPENSES LIMIT - Per Occurrence</b>	\$ 1,000,000
<b>MEDICAL EXPENSES LIMIT - Per Person</b>	\$ 10,000

Each paid claim for Liability and Medical Expenses reduces the amount of insurance we provide during the applicable annual period. Per Section II, Paragraph D.4. of the Businessowners Coverage Form.

**DAMAGE TO PREMISES RENTED TO YOU LIMIT** (Section II, Paragraph D.3.), unless higher limit shown below. \$ 50,000

Deductible is \$500 for Building and Business Personal Property coverages unless otherwise noted below.  
See below and coverage forms for deductible(s) applicable to other items. Optional Coverage/Glass Deductible is \$500.

LOC/ BLDG.	FORM NUMBER	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	PREMIUM
	BP0003	Employee Dishonesty	\$60,000	Included
	BP0003	Forgery Or Alteration	\$60,000	Included
	BP0003	Money And Securities Inside The Premises	\$15,000	Included
	BP0003	Money And Securities Outside The Premises	\$5,000	Included
	BP0003	Outdoor Signs	\$10,000	Included



**FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY:** See Form 8-S-1018 attached.

**MORTGAGE HOLDER:**  
8-DU-BOP Ed. 10-2007

Includes copyrighted material of Insurance Services Office, Inc.

Fire Surcharge	\$10.61
<b>Total Advance Premium</b>	<b>\$2,099.61</b>

*Sharon C. Pick*  
Authorized Representative

Your Bill Will Follow

Billing No. 100648937

07-04-2017



E-68-18

NIFS ID:CLPK18000006 Department: Parks

Capital:

SERVICE: Lakeside Theatre Concert

Contract ID #:CQPK16000042

NIFS Entry Date: 10-APR-18

Term: from 01-MAY-17 to 30-SEP-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Brian Rosenberg New York Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Brian Rosenberg
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

2018 JUN 11 3 09 PM  
 NASSAU COUNTY  
 CLERK OF COUNTY

## Routing Slip

Department	NIFS Entry: X	10-APR-18 -- PABUFFOLINO
Department	NIFS Approval: X	27-APR-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	31-MAY-18 -- APERSICH
OMB	NIFS Approval: X	27-APR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	27-APR-18 -- DMCDERMOTT
County Atty.	Approval to Form: X	27-APR-18 -- DMCDERMOTT
Dep. CE	Approval: X	05-JUN-18 -- BSCHNEIDER

Leg. Affairs	Approval/Review: X	04-JUN-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> To retain, produce and manage the performances of three concerts scheduled at Lakeside Theatre, Eisenhower Park for the 2018 season as described in Amendment 2
<b>Method of Procurement:</b> Submitted proposal to RFP PK0307-1605 issued April 7, 2016. Original contract CQPK16000042, Amendment 1-CLPK17000006
<b>Procurement History:</b> The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
<b>Description of General Provisions:</b> To retain, produce and manage the performances of three concerts scheduled at Lakeside Theatre, Eisenhower Park for the 2018 season as described in Amendment 2
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$22,600.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	PK	Revenue		1	PKG1800DE500	\$ 22,600.00
Resp:	gen1800	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 22,600.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 22,600.00</b>		<b>TOTAL</b>	<b>\$ 22,600.00</b>
RENEWAL						
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

1. Vendor: Brian Rosenberg New York Inc.

2. Dollar amount requiring NIFA approval: \$22600

Amount to be encumbered: \$22600

This is a Amendment

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

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

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

3. Contract Term: 5/1/17-9/30/18

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

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

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

To retain, produce and manage the performances of three concerts scheduled at Lakeside Theatre, Eisenhower Park for the 2018 season as described in Amendment 2

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CLPK17000006	01-MAY-17	13,800.00



## 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.

APERSICH

31-MAY-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.      – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW YORK INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Brian Rosenberg New York Inc. to provide the musical talent for musical performances at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Brian Rosenberg New York Inc.

80 E 3 9- 117 1102

SECRETARY OF THE LEGISLATURE  
NASSAU COUNTY  
CLERK

Jack Schnirman  
Comptroller



REDACTED

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: Brian Rosenberg New York Inc.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID # [REDACTED]

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

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

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

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

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on June 22, 2017. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after July 18, 2016.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

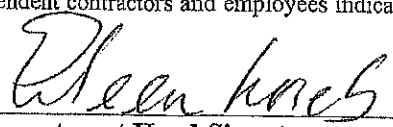
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

If yes, to what campaign committee?

NONE

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

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

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

Dated: 3/30/2019

Vendor: Brian Rosenberg NY Inc.

Signed: [Signature]

Print Name: Brian Rosenberg

Title: President

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Brian Rosenberg  
Date of birth 11/29/1964  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached N/A
2. Positions held in submitting business and starting date of each (check all applicable)  
President 6/8/04 Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /     
(Other)    /   /
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. 100%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.



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

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

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

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

**CERTIFICATION**

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

I, Brian Rosenberg/Bear, 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 3 day of April 2018

DOREEN R. PENNICA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6170832  
Qualified in Nassau County  
My Commission Expires July 23, 2019

Doreen Pennica  
Notary Public

Bear  
Name of submitting business

Brian Rosenberg  
Print name

[Signature]  
Signature

President  
Title

4.3.18  
Date

### Business History Form

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

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

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

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

Date: APRIL 3, 2018

1) Proposer's Legal Name: BRIAN ROSENBERG NY, INC.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

[REDACTED]

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

Phone: [REDACTED]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒   
Other (Describe): S CORP

7) Does this business share office space, staff, or equipment expenses with any other business?   
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No X If Yes, provide details. \_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

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

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

a) Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each

such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

IN THE EVENT THAT A POSSIBLE CONFLICT ARISES, I  
INFORM THE COUNTY OF THE POSSIBLE CONFLICT AND ALLOW THE COUNTY  
TO DETERMINE IF AN ACTUAL CONFLICT EXISTS.

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

Should the proposer be other than an Individual, the Proposal **MUST** include:

- i) Date of formation; FEBRUARY 2009
- 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); NY
- v) The number of employees in the firm; 1
- vi) Annual revenue of firm; \$800,000
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

SEE  
ATTACHED

- B. Indicate number of years in business. 9 yrs.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company LIVE NATION

Contact Person MARGARET HOLMES

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # N/A

E-Mail Address [REDACTED]

Company LIVE NATION

Contact Person JASON STONE

Address [REDACTED]

City/State NEW YORK, NY

Telephone [REDACTED]

Fax # N/A

E-Mail Address [REDACTED]

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Company HUDSON CIVIC CENTER

Contact Person PAUL LLOYD

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # N/A

E-Mail Address [REDACTED]



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

II → Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg hold the sole officer in the company with two full time employees. BRNY located at 320 III Endo Blvd, 2<sup>nd</sup> Floor, Garden City, NY 11758 is an all-in-one hospitality brand impact and marketing company, currently the leading firm of its kind on Long Island. Although Mr. Rosenberg began this venture as Brian Rosenberg Productions back in 1984 as a part-time venture, he is now devoting all of his time and effort into BRNY totaling 32 years of experience. (A)

- B. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's former nightclub for over 16 years. Most notably, he was responsible for the progressive rebranding and marketing of the venue, which he continued to revitalize over the years keeping in line with modern nightlife trends. From its inception as Club G in 1990, to its final incarnation, Posh Ultra lounge, which closed in 2007, the nightclub was regarded as the most popular nightlife experience on Long Island. Rosenberg's high-profile A-list parties, such as those featuring the casts of The Sopranos and Sex and the City, helped to keep the venue competing with the top nightclubs in the New York Metropolitan area. (M)

- C. Prior to 1990, Rosenberg promoted nightclubs and concerts in every genre of music from rock to hip-hop and dance music – in and around the New York City nightlife scene, building himself a solid resume of success with many iconic nightclubs, such as the famed Studio 54. Some of his most notable concert events included the talent of such industry legends as Bon Jovi, Madonna and LL Cool J. (P)

III As of 2013 BRNY partnered with Live Nation, the country's biggest concert event company and exclusive independent promoter on Long Island as he is the only Independent promoter at the NYCB Theater at Westbury. BRNY began producing around 20 concerts a year all over the Northeast including venues such as Westbury Music Fair on Long Island, Wellmont Theater in New Jersey, Emporium Theater in Patchogue, Hudson Amphitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Amphitheater at Coney Island. The future includes Jones Beach Theater and Radio City Music Hall.

III Brian Rosenberg New York is currently Managing, Tommy Boy recording artist T.K.A. Long Islands Most famous cover band, The Mystic and house music Phenom Kim Sozzi. Brian Rosenberg NY has also been on the chosen promoters at the Lakeside Theater in Garden City featuring such shows as Taylor Dayne, Grand Funk Railroad, The Billy Joel Tribute Band and Movin' Out. Brian Rosenberg's Lakeside free concerts have ranged from 8,000 – 10,000 attendees in the past.

D. Three References for whom Brian Rosenberg has provided similar services to evaluate his capability to perform this work.

1. Company: Live Nation  
Contact Person: Margaret Holmes  
Address [REDACTED]  
City/State: Westbury, NY  
Tele [REDACTED]  
E-Mail [REDACTED]

2. Company: Live Nation  
Contact Person: Jason Stone  
Address [REDACTED]  
City/State [REDACTED]  
E-Mail [REDACTED]

3. Company: Hudson Civic Center  
Contact Person: Paul Lloyd  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## CERTIFICATION

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

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

Sworn to before me this 27 day of April

2018

Doreen R. Pennica  
Notary Public

DOREEN R. PENNICA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6170832  
Qualified in Nassau County  
My Commission Expires July 23, 2019

Name of submitting business: BRNY

By: Brian Rosenberg

Print name

[Signature]  
Signature

President  
Title

4, 27, 18  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Brian Rosenberg Ny Inc.

Address: [REDACTED]

City, State and Zip Code: Gr [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED] (see attached)

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

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Inc. ☐ Other (specify) S-CORP

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian Rosenberg, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

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

None

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

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

None

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

None

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

None

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

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

Dated: 3/30/2018

Signed:

Print Name:

Brian Rosenberg

Title:

promoter

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

## AMENDMENT 2 TO CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Brian Rosenberg New York Inc.** (BRNY), v [REDACTED] (the "Promoter" or "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods; AND

WHEREAS, the contract for 2016 erroneously only provided for a one-year term; and

WHEREAS, Amendment 1, dated June 22, 2017, provided for an increase in the total maximum amount due under the Agreement to provide for the entertainment procured for the 2017 season.

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

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

1. Term. This Agreement shall commence on May 1, 2017 and shall terminate on September 30, 2018 (or two full seasons, whichever is greater), with an option to



renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Amended Program. The program for 2018, to date, is as follows:

- (a) **Movin Out – Billy Joel Tribute** (the “Performers”), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 3, 2018, from 8:00 p.m. to 10:00 p.m., includes one (1) fifteen (15) minute intermission, including set-up (a “Performance”). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein. (\$8,800.00)
- (b) **Tramps Like Us – Springsteen Tribute** (the “Performers”), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 27, 2018, from 8:00 p.m. to 10:00 p.m., includes one (1) fifteen (15) minute intermission, including set-up (a “Performance”). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein. (\$8,800.00)
- (c) **Genessa and The Selena Experience**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on August 31, 2018, from 8:00 p.m. to 10:00 p.m., including set-up (a “Performance”). The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein. (\$5,000.00)

Substitutions of performers are allowed on the approval of the Parks Department.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers’ set-up, breakdown, backline, and hospitality. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program’s complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, including commission, in Amendment No.2, shall be increased by Twenty

**Two thousand six hundred dollars (22,600.00)** so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Fifty three thousand four hundred dollars (\$53,400.00)** (the "Amended Maximum Amount"). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

For Payment purposes, the following amounts shall be allocated to each Performance:

- (a) **Eight Thousand Eight Hundred Dollars (\$8,800.00);**
- (b) **Eight Thousand Eight Hundred Dollars (\$8,800.00); and**
- (c) **Five Thousand Dollars (\$5,000.00)**

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) There shall be an advance payment of 50% (a total of \$11,300.00) of the maximum amount for each Performer, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County. The Promoter must provide County with four (4) signed original claim vouchers and an invoice on the corporate letterhead.
- (ii) The balance payment respecting each Performance shall be payable to the Promoter and shall be paid after the completion of each respective performance. In the event the Performance is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Performer shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

4. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or

performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

5. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

6. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.}

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

BRIAN ROSENBERG NEW YORK

By: 

Name: Brian Rosenberg  
Title: President  
Date: 4/3/18

NASSAU COUNTY

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

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU )

On the 3 day of April in the year 2018 before me personally came Brian M. Rosenkrantz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

  
NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6170832  
Qualified in Nassau County  
My Commission Expires July 23, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROCKWELL GROUP LTD 640 Fulton St #4 Farmingdale, NY 11735	CONTACT NAME: PHONE (A/C No. Ext): (516) 454-6364 FAX (A/C No.): (516) 454-6399 E-MAIL: marcosacc@aol.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BRIAN ROSENBERG NY INC BRNY [REDACTED]	NAIC#

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		AZ11800312	4/4/18	4/4/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED FOR THE FOLLOWING EVENTS:

MOVIN OUT, JULY 3, 2018

TRAMPS LIKE US, JULY 27, 2018

GENESSA AND THE SELENA EXPERIENCE, AUGUST 31, 2018

LOCATION: LAKESIDE THEATRE, EISENHOWER PARK, EAST MEADOW, NY 11554

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF NASSAU  
1550 FRANKLIN AVENUE  
MINEOLA, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mario Saccoccia*

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COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

*Inter-Departmental Memo*

TO: Robert Cleary  
FROM: Eileen Krieb  
DATE: June 4, 2018  
SUBJECT: DELAY OF EXPLANATION - BRIAN ROSENBERG NEW YORK, INC.

CQPK16000042, CLPK18000006

NAME: BRIAN ROSENBERG NEW YORK, INC.

TERM: MAY 1, 2018-SEPTEMBER 30, 2018

AMOUNT OF CONTRACT: \$22,600.00

Brian Rosenberg received his Contract documents for completion in March, 2018. The original download into APEX was rejected in the beginning of April. There were multiple problems with the Business History form and additional corrections needed to be made with the other disclosure forms. In addition, the Certificate of Insurance provided needed to be revised. Contract was re-loaded into Apex at the end of April.



E-94-17

Contract ID: CQPK16000042-02

Department: Parks

Capital:

SERVICE: Lakeside Theatre concerts

NIFS ID #: CLPK17000006

NIFS Entry Date: 20-MAR-17

Term: from 01-MAY-17 to 30-SEP-17

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Brian Rosenberg New York Inc.	Vendor [REDACTED]
Address: [REDACTED]	Contact Person: Brian Rosenberg
[REDACTED]	Phone: [REDACTED]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

### Routing Slip

Department	NIFS Entry: X	22-MAR-17 -- PABUFFOLINO
Department	NIFS Approval: X	02-MAY-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	02-MAY-17 -- MRONAN
County Atty.	Insurance Verification: X	02-MAY-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	02-MAY-17 -- DMCDERMOTT
Dep. CE	Approval: X	23-MAY-17 -- CRIBANDO



Leg. Affairs	Approval/Review: X	04-MAY-17 -- MREYNOLDS
Legislature	Approval: X	07-JUN-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	16-JUN-17 -- TTROICI
NIFA	NIFA Approval:	

## Contract Summary

Purpose: to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm
Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016. Original contract CQPK16000042
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$13,800.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	PK	Revenue		1	pkgen1800de500	\$ 13,800.00
Resp:	gen1800	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 13,800.00			\$ 0.00
		TOTAL	\$ 13,800.00		TOTAL	\$ 13,800.00

RENEWAL	
% Increase	
% Decrease	

90:5M 11/17-8

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Brian Rosenberg New York Inc.

2. Dollar amount requiring NIFA approval: \$13800

Amount to be encumbered: \$13800

This is a Amendment

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

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

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

3. Contract Term: 5/1/17-9/30/18

Has work or services on this contract commenced? N ☐

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract? Y  
If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

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

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

to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

03-MAY-17

Authenticated User

Date

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

## NIFA

Amount being approved by NIFA:           

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

E-94-17

RULES RESOLUTION NO. 188-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,  
RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW  
YORK INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-5-17  
VOTING:  
aye 7 nay 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Brian Rosenberg New York Inc. to provide the  
musical talent for two musical performances at Lakeside Theatre,  
Eisenhower Park, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amended  
agreement with Brian Rosenberg New York Inc.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Brian Rosenberg New York, Inc.

CONTRACTOR ADDRESS: [REDACTED]

11530

FEDERAL TAX ID #: [REDACTED]

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

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

II. ☒ 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 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. One hundred forty-four (144) of potential proposers were sent notice of the RFP, Thirty-five (35) of potential proposers opened the documents and Nineteen (19) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. Brian Rosenberg New York, Inc. was one (1) of Five (5) Proposers awarded.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or, an amendment within the scope of the contract or RFP

40:50 11.17-8

(copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

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

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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

  
\_\_\_\_\_  
Department Head Signature

3/24/17  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

**Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Dated: 2/23/17

Vendor: Brian Rosenberg NY.

Signed: [Signature]

Print Name: Brian Rosenberg

Title: President

PRINCIPAL QUESTIONNAIRE FORM APPENDIX D

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

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

1. Principal Name Brian Rosenberg

Date of birth: 11/29/1964

Home address: [REDACTED]

City/state/zip: [REDACTED] 530

Business address: [REDACTED]

City/state/zip: [REDACTED]

Telephone: [REDACTED]

Other present address(es): N/A

City/state/zip: N/A

Telephone: N/A

List of other addresses and telephone numbers attached: N/A

2. Positions held in submitting business and starting date of each (check all applicable)

President 6 / 8 / 84 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. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES      If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

NO X YES      If Yes, provide details.

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

APPENDIX D

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

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

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

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

APPENDIX D

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?

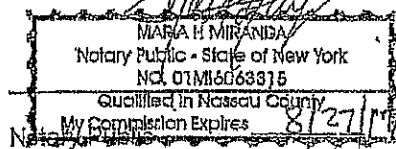
NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

APPENDIX D

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

I, Brian Rosenberg, 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.

Sworn to before me this 22 day of February 2016



Brian Rosenberg NY  
Name of submitting business

Brian Rosenberg  
Print name

[Signature]  
Signature

President  
Title

2 / 23 / 2017  
Date

*see attached new 2017 notary page*

**CERTIFICATION**

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

I, John J. Brennan, hereby swear, since that I have read and understand all the facts contained in the foregoing pages of this questionnaire and the following pages of this questionnaire, and I have provided full and complete answers to each item therein to the best of my knowledge, information and belief, that I will notify the County of any change in information or any change in the information contained in this questionnaire, and before the expiration of the contract period for the information contained herein is used in the procurement process, and I understand that the County will rely on the information provided in this questionnaire as a bona fide statement in connection with the procurement process.

Subscribed and sworn to before me this May day of 2017.

[Signature]  
Notary Public / State of New York  
Commission Expires 12/31/2018  
Notary Public / State of New York  
Commission Expires 12/31/2018

Witness my hand and seal this May day of 2017.

[Signature]  
Notary Public / State of New York  
Commission Expires 12/31/2018  
Notary Public / State of New York  
Commission Expires 12/31/2018

## 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.

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

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

Date: February 23<sup>rd</sup>, 2017

1) Proposer's Legal Name: Brian Rosenberg

2) Address of Place of Business: 32 [REDACTED] 30

List all other business addresses used within last five years:

3) Mailing Address (if different) N/A

P [REDACTED]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation  
☒ Other (Describe) S-Corp

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 X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No X If Yes, provide details.

### APPENDIX C

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

Yes \_\_\_ No X If Yes, provide details for each such investigation.

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

Yes \_\_\_ No X If Yes, provide details for each such investigation.

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

a) Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each such conviction.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes \_\_\_ If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_ If Yes, provide details for each such occurrence

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



#### APPENDIX C

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

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

#### 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below.

**NOTE: If no conflicts exist, please expressly state "No conflict exists."**

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

"No Conflict Exists"

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

"No Conflict Exists"

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

"No Conflict Exists"

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

In the event that a possible conflict arises, I inform the county of the possible conflict and allow the county to determine if an actual conflict exists.

. APPENDIX C

- A. Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg holds the sole officer in the company with two full time employees. BRNY is [REDACTED] an all-in-one hospitality brand impact and marketing company, currently the leading firm of its kind on Long Island. Although Mr. Rosenberg began this venture as Brian Rosenberg Productions back in 1984 as a part-time venture, he is now devoting all of his time and effort into BRNY totaling 32 years of experience.
- B. Over the course of 32 years, Mr. Rosenberg achieved a reputation in New York's hospitality industry as one of its foremost experts. He was employed by the prominent Garden City Hotel - Long Island's leading luxury hotel - from 1990-2007, during which time Mr. Rosenberg's titles included Managing Director of Food & Beverage, Vice President of Special Projects, Vice President of Operations, and finally, Vice President of Sales & Marketing. In each of these capacities, Rosenberg was called upon by ownership to bring to life their evolving vision of the property's entertainment assets, fine dining establishments, and catering and sales departments, respectively; each of which he successfully achieved with historically unmatched results. Mr. Rosenberg was credited with being at the core of achieving an unsurpassed \$32 million in annual revenue for the property. His accomplishments at the hotel also included supervision of a multi-million-dollar renovation of the property's grand lobby and two upscale restaurants. Subsequently, the new restaurants were then marketed and rebranded by Rosenberg, both of which were enormously successful and met with previously unparalleled critical acclaim from both Zagat and the New York Times, among many others.
- C. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's former nightclub for over 16 years. Most notably, he was responsible for the progressive rebranding and marketing of the venue, which he continued to revitalize over the years keeping in line with modern nightlife trends. From its inception as Club G in 1990, to its final incarnation, Posh Ultra lounge, which closed in 2007, the nightclub was regarded as the most popular nightlife experience on Long Island. Rosenberg's high-profile A-list parties, such as those featuring the casts of The Sopranos and Sex and the City, helped to keep the venue competing with the top nightclubs in the New York Metropolitan area.

Prior to 1990, Rosenberg promoted nightclubs and concerts in every genre of music - from rock to hip-hop and dance music - in and around the New York City nightlife scene, building himself a solid resume of success with many iconic nightclubs, such as the famed Studio 54. Some of his most notable concert events included the talent of such industry legends as Bon Jovi, Madonna and LL Cool J.

As of 2013 BRNY partnered with Live Nation, the country's biggest concert event company and exclusive independent promoter on Long Island as he is the only independent promoter at the Theater at Westbury. BRNY began producing around 20 concerts a year all over the Northeast including venues such as Westbury Music Fair on Long Island, Wellmont Theater in New Jersey, Emporium Theater in Patchogue, Hudson Civic Center, Poughkeepsie NY Tower Theaters in Philadelphia, The Pennysaver Amphitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Amphitheater at Coney Island. The future includes Jones Beach Theater and Radio City Music Hall.

Brian Rosenberg New York is currently Managing, Tommy Boy recording artist T.K.A, Long Islands Most famous cover band, The Mystic and house music phenom Kim Sozzi. Brian Rosenberg NY has also been one of the chosen promoters at the Lakeside Theater in Garden City NY featuring such shows as Taylor Dayne, Grand Funk Railroad, The Billy Joel Tribute Band and Movin Out. Brian Rosenbergs Lakeside free concerts have ranged from 8,000-10,000 attendees the past years.

D. Three references for whom Brian Rosenberg has provided similar services to evaluate his capability to perform this work.

1.

Company: Live Nation

Contact Person: Margaret Holmes

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

E-Mail Address: [REDACTED]@n.com

2.

Company: Live Nation

Contact Person: Jason Stone

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

E-Mail Address: [REDACTED]

3.

Company: Hudson Civic Center

Contact Person: Paul Lloyd

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

E-Mail Address: [REDACTED]

Per Eileen Krieb:

*The Gross Revenue for Brian Rosenberg NY for the 2016 tax year was \$805,739.92.*

APPENDIX C

CERTIFICATION

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I, Brian Rosenberg, 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 15th day of February 2016

MARIA H MIRANDA  
Notary Public - State of New York  
NO. 01M0663315  
Notary Public, qualified in Nassau County  
My Commission Expires 8/27/17

Name of submitting business:

By: Brian Rosenberg NY

Print name

Signature

President

Title

2 / 23 / 2017

Date


*See attached new notary P9. with  
2017 date*

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTRY 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.

David L. Farnham 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 all exhibits that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief, that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire, and before the execution of the contract, and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of May, 2011.

  
MARIA J. MIKANDA  
Notary Public - State of New York  
Notary Public ID NO. 0166063316  
Qualified in Nassau County  
My Commission Expires 8/6/17

Name of Submitting Business: David L. Farnham, Inc.

By:   
Print Name: David L. Farnham  
Signature: [Signature]

Title: President

Date: May 1, 2011

COUNTY OF NASSAU

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

1. Name of the Entity: Brian Rosenberg NY Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Inc Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian Rosenberg [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None



Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

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

NONE

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

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

Dated: 4/18/17

Signed: Brian Rosenberg <sup>18</sup>

Print Name: Brian Rosenberg

Title: Promoter

2017-04-18-9

Page 4 of 4:

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

AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Brian Rosenberg New York Inc. (BRNY), with [REDACTED]

"C [REDACTED]

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods; AND

WHEREAS, the contract for 2016 erroneously only provided for a one-year term; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

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

1. Term. This Agreement shall commence on May 1, 2017 and shall terminate on September 30, 2018 (or two full seasons, whichever is greater), with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Amended Program. The program for 2017, to date, is as follows:

(a) Tramps Like Us (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 3, 2017, from 8:00 p.m. to 10:00 p.m., includes one (1) fifteen (15) minute intermission), including set-up (a "Performance"). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

(b) Genessa and The Selena Experience, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 31, 2017, from 8:00 p.m. to 10:00 p.m., including set-up (a "Performance"). The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

Substitutions of performers are allowed on the approval of the Parks Department.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality (per invoice).

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, including commission, in Amendment No.1, shall be increased by Thirteen Thousand Eight Hundred, (13,800.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Thirty Thousand Eight Hundred (\$30,800.00) (the "Amended Maximum Amount"). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

For Payment purposes, the following amounts shall be allocated to each Performance:

- (a) Eight Thousand Eight Hundred Dollars (\$8,800.00); and
- (b) Five Thousand Dollars (\$5,000.00)

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) There shall be an advance payment of 50% (a total of \$6,900.00) of the maximum amount for each Performer, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County. The Promoter must provide County with four (4) signed original claim vouchers and an invoice on the corporate letterhead.
- (ii) The balance payment respecting each Performance shall be payable to the Promoter and shall be paid after the completion of each respective performance. In the event the Performance is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Performer shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation - If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

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

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

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or

performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

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

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

7. Minimum Service Standards. Regardless of whether required by Law:

- (a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than

one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

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

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County



Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter 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 Promoter 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 Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter 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 Promoter, to the attention of the

person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

20. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program.

Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

BRIAN ROSENBERG NEW YORK

By: 

Name: Brian Rosenberg

Title: Promoter

Date: March 8, 2017

NASSAU COUNTY

By: 

Name: Edward H. Walter

Title: County Executive

☒ Deputy County Executive

Date: 6/22/17

PLEASE EXECUTE IN BLUE INK

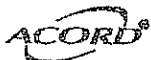
COUNTY OF NASSAU ) ss:

NOTARY PUBLIC  
Notary Public - State of New York  
NO. 01MI6063315  
Qualified in Nassau County  
My Commission Expires 8/27/17

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

NOTARY PUBLIC

FRANCIS X. BECKER II.  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County 2014  
Commission Expires February 18, 2019



## CERTIFICATE OF LIABILITY INSURANCE

DATE: 3/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROCKWELL GROUP LTD 640 Fulton St #4 Farmingdale, NY 11735	CONTACT NAME: (516) 454-6364 PHONE: (516) 454-6364 FAX: (516) 454-6399 EMAIL: mariosacc@aol.com ADDRESS: mariosacc@aol.com
INSURED BRIAN ROSENBERG HI INC BRNY	INSURER A: GOVINGTON STATE MUTUAL INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

USER LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	K		VBA492199 00	10/1/16	10/1/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPAGE \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARDER EXCLUDED? (transitory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED

EVENT: GENESSA AND THE SELENA EXPERIENCE, JULY 31, 2017

LOCATION: LAKESIDE THEATRE, EISENHOWER PARK, EAST MEADOW, NY 11554

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF NASSAU  
1550 FRANKLIN AVENUE  
MINEOLA, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contract ID#: CWPX16000042

Department: Parks, Rec &amp; Museums

U-33-16

## HOTEL/MOTEL TAX GRANT FUND

SERVICE: Lakeside Theatre Concert

## Contract Details

NIFS ID #: CWPX16000042 NIFS Entry Date: 5/17/16 Term: April 30-July 18 2016

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

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

## Agency Information

Vendor	
Name: Brian Rosenberg New York Inc.	[REDACTED]
Address: [REDACTED]	Contact: Brian Rosenberg
REG: [REDACTED]	Phone: [REDACTED]
EMA: [REDACTED]	

County Department
Department Contact: Eileen Krieb
Address: Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

## Routing Slip

Brian Nugent, Ch. Dep. Comm.

Date 5/18/16

Frank Camerlengo, Deputy Commissioner

Date 5/17/16

Eileen Krieb, CSR

Date 5/17/16

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Appr. Required
5/18/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	5/18/16	[Signature]	
5/19/16	OMB	NIFS Approval (Contractor Registered)	5/19/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/20/16	County Attorney	CA RE & Insurance Verification	5/20/16	[Signature]	
5/20/16	County Attorney	CA Approval as to form	5/20/16	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA			
6/9/16	County Attorney	NIFS Approval	6/9/16	[Signature]	
	Comptroller	NIFS Approval	6/30/16	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	5/29/16	[Signature]	

RECEIVED  
NARS/COUNTY  
SLATE  
12:24

Contract ID#: COPK16000042



Department: Parks, Rec & Museums

# Contract Summary

<b>Description:</b> Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park
<b>Purpose:</b> to retain, produce and manage the performance of Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park, on July 1, 2016 from 8:00pm-10:00pm
<b>Method of Procurement:</b> Submitted proposal to RFP PK0307-1605 issued April 7, 2016.
<b>Procurement History:</b> The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
<b>Description of General Provisions:</b> to retain, produce and manage the performance of Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park, on July 1, 2016 from 8:00pm-10:00pm
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$17,000.00  <i>CONTRACT PROCESSING FEE \$160- copy attached.</i>
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	901 9700
Object:	de 500
Transaction:	
PK97 X5	
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$17,000.00
<b>TOTAL</b>	<b>\$17,000.00</b>

LINE	INDEX OBJECT CODE	AMOUNT
1	PK97 9700 de 500 X5	\$17,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$17,000.00</b>

Document Prepared By: L. Rosenthal Date: May 17, 2016

<b>Comptroller Certification</b>		<b>County Executive Approval</b>
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: <u>[Signature]</u>
Name: <u>Michael S. [Signature]</u>	Name: <u>[Signature]</u>	Date: <u>5/27/16</u>
Date: <u>6/30/2016</u>	Date: <u>6/30/16</u>	(For Office Use Only)
		E #:

U-33-16

RULES RESOLUTION NO. 198-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS  
AND BRIAN ROSENBERG NEW YORK INC..

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6/6/16

VOTING:  
ayes 4 nays 0 abstained 3 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Brian Rosenberg New York Inc. to provide the services for two musical  
performances at Lakeside Theatre, Eisenhower Park, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Brian Rosenberg New York Inc.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Brian Rosenberg New York, Inc.

CONTRACTOR ADDRESS: [REDACTED] N.Y.  
11530

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. One hundred forty-four (144) of potential proposers were sent notice of the RFP, Thirty-five (35) of potential proposers opened the documents and Nineteen (19) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. Brian Rosenberg New York, Inc. was one (1) of Five (5) Proposers awarded.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or, an amendment within the scope of the contract or RFP

(copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been<sub>2</sub>initiated. Attached is a memorandum that explains

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

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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

  
\_\_\_\_\_  
Department Head Signature

5/18/16  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

**Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Brian Rosenberg NY

Dated: 5/9/16

Signed: [Signature]

Print Name: Brian Rosenberg

Title: President



**PRINCIPAL QUESTIONNAIRE FORM APPENDIX D**

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

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

1. Principal Name Brian Rosenberg  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone: [REDACTED]  
Other present address(es): N/A  
City/state/zip: N/A  
Telephone: N/A  
List of other addresses and telephone numbers attached: N/A

2. Positions held in submitting business and starting date of each (check all applicable)

President 6 / 8 / 84 Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /      
(Other)     /    /    

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

NO X YES      If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES      If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

NO X YES      If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

NO X YES      If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?

NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

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

NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

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

NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

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

NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

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

a) Is there any felony charge pending against you?

NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you?

NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you?

NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

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

NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

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

NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

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 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?

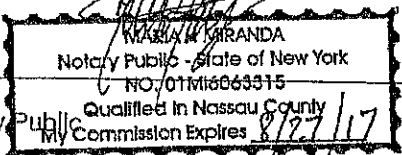
NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

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

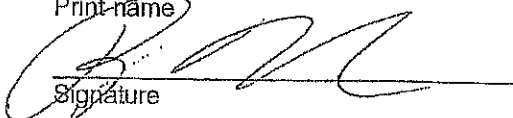
I, Brian Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief;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

Sworn to before me this 16<sup>th</sup> day of May 2016

  
Notary Public

Brian Rosenberg NY  
Name of submitting business

Brian Rosenberg  
Print name

  
Signature

President  
Title

5 / 9 / 2016  
Date

# Business History Form

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

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

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

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

Date: May 9<sup>th</sup>, 2016

1) Proposer's Legal Name: Brian Rosenberg

2) Address of Place of Business:

List all other business addresses used within last five years:

3) Mailing Address (if different) N/A

Phone: 4

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number:

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) S-Corp

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

3) Does this business control one or more other businesses? Yes    No X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_ No X If Yes, provide details for each such investigation.

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

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

a) Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each such conviction.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No X Yes \_\_\_ If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_ If Yes, provide details for each such occurrence

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

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

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

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below.

**NOTE: If no conflicts exist, please 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. ~~"No Conflict Exists"~~

*In the event that a possible conflict exists, I inform the County of this possible conflict and allow the county to determine if an actual conflict exists.*

- A. Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg holds the sole officer in the company with two full time employees. BRNY located at 320 Endo Blvd, 2<sup>nd</sup> Floor, Garden City, NY 11758 is an all-in-one hospitality brand Impact and marketing company, currently the leading firm of its kind on Long Island. Although Mr. Rosenberg began this venture as Brian Rosenberg Productions back in 1984 as a part-time venture, he is now devoting all of his time and effort into BRNY totaling 32 years of experience.
- B. Over the course of 32 years, Mr. Rosenberg achieved a reputation in New York's hospitality industry as one of its foremost experts. He was employed by the prominent Garden City Hotel - Long Island's leading luxury hotel - from 1990-2007, during which time Mr. Rosenberg's titles included Managing Director of Food & Beverage, Vice President of Special Projects, Vice President of Operations, and finally, Vice President of Sales & Marketing. In each of these capacities, Rosenberg was called upon by ownership to bring to life their evolving vision of the property's entertainment assets, fine dining establishments, and catering and sales departments, respectively; each of which he successfully achieved with historically unmatched results. Mr. Rosenberg was credited with being at the core of achieving an unsurpassed \$32 million in annual revenue for the property. His accomplishments at the hotel also included supervision of a multi-million-dollar renovation of the property's grand lobby and two upscale restaurants. Subsequently, the new restaurants were then marketed and rebranded by Rosenberg, both of which were enormously successful and met with previously unparalleled critical acclaim from both Zagat and the New York Times, among many others.
- C. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's former nightclub for over 16 years. Most notably, he was responsible for the progressive rebranding and marketing of the venue, which he continued to revitalize over the years keeping in line with modern nightlife trends. From its inception as Club G in 1990, to its final incarnation, Posh Ultra lounge, which closed in 2007, the nightclub was regarded as the most popular nightlife experience on Long Island. Rosenberg's high-profile A-list parties, such as those featuring the casts of The Sopranos and Sex and the City, helped to keep the venue competing with the top nightclubs in the New York Metropolitan area.

Prior to 1990, Rosenberg promoted nightclubs and concerts in every genre of music - from rock to hip-hop and dance music - in and around the New York City nightlife scene, building himself a solid resume of success with many iconic nightclubs, such as the famed Studio 54. Some of his most notable concert events included the talent of such industry legends as Bon Jovi, Madonna and LL Cool J.

As of 2013 BRNY partnered with Live Nation, the country's biggest concert event company and exclusive independent promoter on Long Island as he is the only independent promoter at the Theater at Westbury. BRNY began producing around 20 concerts a year all over the Northeast including venues such as



Westbury Music Fair on Long Island, Wellmont Theater in New Jersey, Emporium Theater in Patchogue, Hudson Civic Center, Poughkeepsie NY Tower Theaters in Philadelphia, The Pennysaver Amphitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Amphitheater at Coney Island. The future includes Jones Beach Theater and Radio City Music Hall.

Brian Rosenberg New York is currently Managing, Tommy Boy recording artist T.K.A, Long Islands Most famous cover band, The Mystic and house music phenon Kim Sozzi. Brian Rosenberg NY has also been one of the chosen promoters at the Lakeside Theater in Garden City NY featuring such shows as Taylor Dayne, Grand Funk Railroad, The Billy Joel Tribute Band and Movin Out. Brian Rosenbergs Lakeside free concerts have ranged from 8,000-10,000 attendees the past years.

D. Three references for whom Brian Rosenberg has provided similar services to evaluate his capability to perform this work.

1.

Company: Live Nation

Contact Person: Margaret Holmes

Add [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

E-Mail [REDACTED]@ [REDACTED].com

2.

Company: Live Nation

Contact Person: Jason Stone

Address [REDACTED]

City/State [REDACTED]

Telephone: [REDACTED]

E-Mail Address [REDACTED]

3.

Company: Hudson Civic Center

Contact Person: Paul Lloyd

Address [REDACTED]

City/State [REDACTED]

Telephone: [REDACTED]

E-Mail Address [REDACTED]

**CERTIFICATION**

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

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

Sworn to before me this 5 day of September of 2016  
Notary Public - State of New York  
NO. 07MI6063315  
Notary Public Qualified in Nassau County  
My Commission Expires 8/27/17

Name of submitting business:

By: Brian Rosenberg NY

Print name

Signature

President

Title

5 / 9 / 2016

Date

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

1. Name of the Entity: Brian Rosenberg NY  
Address: 320 Endo Blvd. 2<sup>nd</sup> Floor  
City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: Brian@BrianRosenbergNY.com

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co Closely Held Corp X INC :Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
[REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  
None

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

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

(a) Name, title, business address and telephone number of lobbyist(s):  
None

b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.  
None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):  
None

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

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

Dated: 5.9.16

Signed: 

Print Name: Brian Rosenberg

Title: Promoter

Page 3 of 3

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Brian Rosenberg New York Inc. (BRNY), [REDACTED] 220 E. [REDACTED] [REDACTED]).

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods.

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

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

1. Term. This Agreement shall commence on April 30, 2016 and shall terminate on July 18, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein. The Program for 2017 and 2018 shall be agreed to by Parks and Promoter.

2. Program. (a) Tramps Like Us with an opening act of Randy Jackson (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 1, 2016, from 8:00 p.m. to 10:00 p.m. (Randy Jackson shall perform from 7:35 p.m. to 8:00 p.m.) (includes one (1) fifteen (15) minute intermission), including set-up (a "Performance"). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at

least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

(b) **Genessa and The Selena Experience**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 25, 2016, from 8:00 p.m. to 10:00 p.m., including set-up (a "Performance"). The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality (per invoice).

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Seventeen Thousand Dollars (\$17,000.00)**. This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

For Payment purposes, the following amounts shall be allocated to each Performance:

- (a) **Twelve Thousand Dollars (\$12,000.00); and**
- (b) **Five Thousand Dollars (\$5,000.00)**

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) There shall be an advance payment of 50% (a total of \$8,500.00) of the maximum amount for each Performer, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.
- (ii) The balance payment respecting each Performance shall be payable to the Promoter and shall be paid after the completion of each respective performance. In the event the Performance is not completed in accordance with this

Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation -- If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter 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 Promoter received notice that the County did not desire to receive such services.

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



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

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

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

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

County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

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

(d) **IMPORTANT:** a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

**Insured:**

Brian Rosenberg New York  
[REDACTED]  
[REDACTED]

**Description of Operations:**

The Certificate holder, Nassau County, is included as an Additional Insured  
[REDACTED] 16 and Genessa and The Selena Experience,  
[REDACTED]  
[REDACTED]

**Certificate Holder:**

County of Nassau  
1550 Franklin Avenue  
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally

rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures: Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter 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 Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

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

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

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

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

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants

that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of 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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

BRIAN ROSENBERG NEW YORK

By: 

Name: Brian Rosenberg

Title: Promoter

Date: May 9<sup>th</sup>, 2016

NASSAU COUNTY

By: 

Name: *Charles R. Spade*

Title: County Executive

☒ Deputy County Executive

Date: *7/8/16*

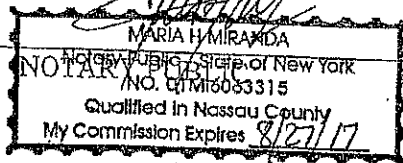
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 9<sup>th</sup> day of May in the year 2016 before me personally came Brian Rosenberg to me personally known, who, being by me duly sworn, did depose and say that ~~he~~ or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

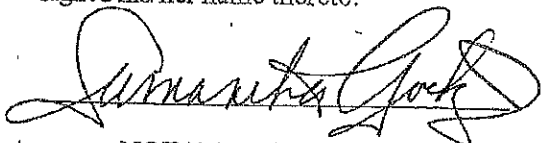


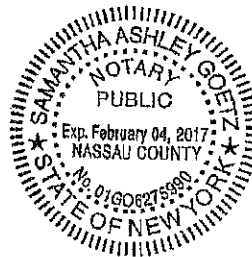
STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 8 day of July in the year 2016 before me personally came Charles Ribando to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or    Chief Deputy County Executive or X Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

  
NOTARY PUBLIC



Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Brian Rosenberg (Name)

[REDACTED]

[REDACTED] (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below: NO


4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: NO

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

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

5/9/2016

Dated

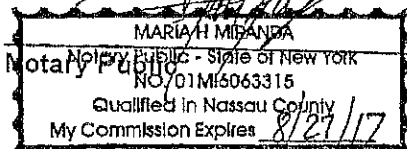
  
\_\_\_\_\_  
Signature of Chief Executive Officer

Brian Rosenberg

Name of Chief Executive Officer

Sworn to before me this

9th day of May, 2016.



BRIAN ROSENBERG NY INC.

DATE 5-9-16

1-2  
210 894

PAY  
TO THE  
ORDER OF

Treasurer of Nassau County

\$ 160 <sup>00</sup>/<sub>100</sub>

one hundred sixty dollars & <sup>00</sup>/<sub>100</sub>

DOLLARS

 Security Features  
Printed on Rec.

FOR

Tramps / Guinea

M<sup>3</sup>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
ROCKWELL GROUP LTD  
640 Fulton St #4  
Farmingdale, NY 11735

CONTACT  
NAME: (516) 454-6364  
PHONE (A/C No. Ext.):  
E-MAIL: mariosacc@aol.com  
ADDRESS: FAX (A/C No.): (516) 454-6399

INSURED  
BRIAN ROSENBERG NY INC  
BRNY  
[REDACTED]

INSURER(S) AFFORDING COVERAGE  
INSURER A: COVINGTON SPECIALTY NAIC#  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VBA411442 00	3/6/16	3/6/17	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COM/OP AGG \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
	DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							WC STATUTORY LIMITS \$
							OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THE CERTIFICATE HOLDER, NASSAU COUNTY, IS INCLUDED AS AN ADDITIONAL INSURED

EVENT/DATES: TRAMPS LIKE US- JULY 1, 2016 AND GENESSA AND THE SELENA EXPERIENCE, JULY 25, 2016  
LOCATION: LAKESIDE THEATRE & EISENHOWER PARK, EAST MEADOW, NY 11554

## CERTIFICATE HOLDER

COUNTY OF NASSAU  
1550 FRANKLIN AVENUE  
MINEOLA, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



E-70-18

**NIFS ID:**CQPK18000005      **Department:** Parks

**Capital:**

**SERVICE:** Professional Services

**Contract ID #:**CQPK 18000005

**NIFS Entry Date:** 28-FEB-18

**Term:** from 01-MAR-18 to 28-FEB-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Ed Moore Advertising Agency, Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: Joe Kenny
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-0272

## Routing Slip

Department	NIFS Entry: X	28-FEB-18 -- PABUFFOLINO
Department	NIFS Approval: X	14-MAR-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	25-APR-18 -- APERSICH
OMB	NIFS Approval: X	25-APR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	15-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	14-MAR-18 -- DMCDERMOTT
Dep. CE	Approval: X	01-JUN-18 -- BSCHNEIDER

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-MAY-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.
<b>Method of Procurement:</b> RFP #PK0122-1801 issued January 22, 2018
<b>Procurement History:</b> RFP #PK0122-1801 issued January 22, 2018
<b>Description of General Provisions:</b> ½ Ed Moore Agency will provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies. ½ On a per event basis, the Department shall work with the contractor in procuring such promotional advertising as the Department shall deem most effective and cost efficient.
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$ 100,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	grt					
Control:	pk	Revenue		1	pkgen1800de500	\$ 100,000.00
Resp:	gen1800	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 100,000.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 100,000.00</b>		<b>TOTAL</b>	<b>\$ 100,000.00</b>

RENEWAL	
% Increase	
% Decrease	



# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Ed Moore Advertising Agency, Inc.

2. Dollar amount requiring NIFA approval: \$100000

Amount to be encumbered: \$100000

This is a New

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

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

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

3. Contract Term: 3/1/18-2/28/19

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund (CAP)

X Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

To provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CQPK17000006	01-JAN-17	100,000.00

## AUTHORIZATION

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

APERSICH

25-APR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND ED MOORE  
ADVERTISING AGENCY, INC.

WHEREAS, the County has negotiated a personal services agreement  
with Ed Moore Advertising Agency, Inc. to provide advertising, including,  
but not limited to, print, radio and internet advertising, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Ed Moore Advertising Agency, Inc.

Jack Schnirman  
Comptroller



*Redacted  
COPY*

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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: Ed Moore Advertising Agency, Inc.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on January 22, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on January 22, 2018 and by publication on the County procurement website. Proposals were due on February 9, 2018. Three hundred eighty-four (384) of potential proposers received notice of the RFP. Eighteen (18) of potential proposers opened the documents and one (1) accepted and requested a copy of the RFP on the Nassau County website. Proposals were due on February 9, 2018. Two (2) proposals were received and evaluated. The evaluation committee consisted of Four (4) employees of the Department of Parks, Recreation & Museums; Linda Barker, Michael D'Ambrosio, Andrew Goldman and Patti Buffolino. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. Ed Moore Advertising Agency, Inc. was the awarded Proposer.

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

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

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

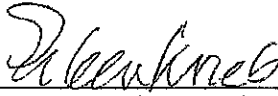
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
**Eileen Krieb, Commissioner**  
2/28/18  
Date

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

## Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

If yes, to what campaign committee?

None

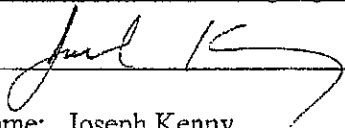
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

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

Vendor: Ed Moore Advertising Agency, Inc

Dated: 2/20/2018

Signed: 

Print Name: Joseph Kenny

Title: VP



### PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Kenny  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) None  
City/state/zip NA  
Telephone NA  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
☒ Vice President 8/1/1996 /     /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO     If Yes, provide details. 25%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ☒  
If Yes, provide details.

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

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

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

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

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

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

**CERTIFICATION**

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

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

Sworn to before me this 17<sup>th</sup> day of May 2018

Notary Public

September 15, 2021

Ed Moore Advertising Agency, Inc.

Name of submitting business

Joseph L. Kenny

Print name

[Signature]  
Signature

V.P.  
Title

5, 17, 2018  
Date

### PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Edward Moore  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
☒ President 7/1/1974 Treasurer        (Pres. July 1974)  
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. 50%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES        NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES        NO ☒ If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

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

Sworn to before me this 16<sup>th</sup> day of may 2018.

Lois E Burch  
Notary Public

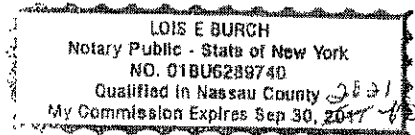
E. d. Moore Advertising Agency, Inc  
Name of submitting business

Edward Moore  
Print name

Edward V Moore  
Signature

President  
Title

5/16/18  
Date





### PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Christine Kenny  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) (None)  
City/state/zip NA  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President XX / 19 / 11 / 1986 /     /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. 25%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO X  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

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

Sworn to before me this 17<sup>th</sup> day of MAY 2018

[Signature]  
Notary Public

Ed Moore Advertising Agency, Inc

Name of submitting business

Christine Kenny

Print name

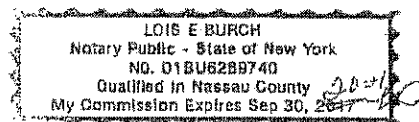
[Signature]

Signature

Title

Date

5 / 16 / 18



Business History Form

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

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

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

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

Date: 2/1/18

1) Proposer's Legal Name: Ed Moore Advertising Agency, Inc

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

(none)

3) Mailing Address (if different): (same)

Phone: 631-667-5525

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 06-473-9030

5) Federal I.D. Number: \_\_\_\_\_

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

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes \_\_\_\_\_ No X If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No X If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No ☒ If Yes, provide details. \_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

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

a) Any felony charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No ☒

if Yes, provide details for each such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

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

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

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

17) Conflict of Interest:

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

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

*No conflict exists*

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

*No conflict exists*

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

*No conflict exist*

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

*In the event a conflict arises, the County will be notified to make a determination*

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

(see attached)

- B. Indicate number of years in business. 44 years

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

(see attached)

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Adventuriland

Contact Person Steve Gentile

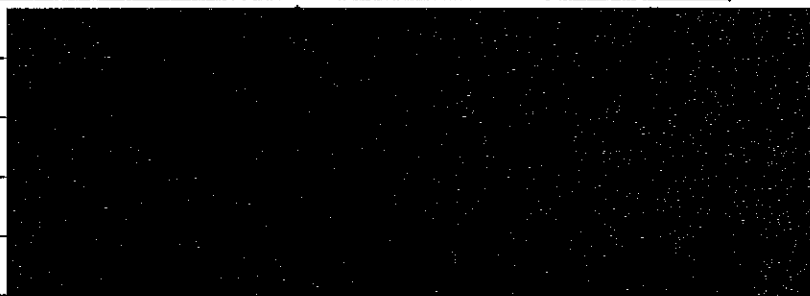
Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

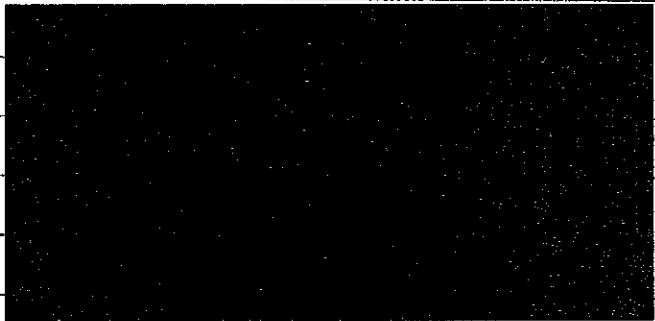
E-Mail Address \_\_\_\_\_

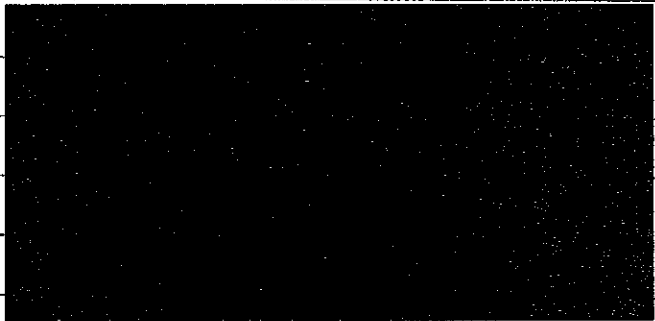




Company Dublin Deck

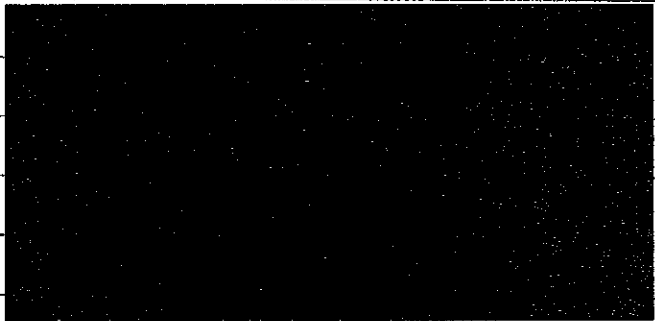
Contact Person Mark Miller

Address 

City/State 

Telephone 

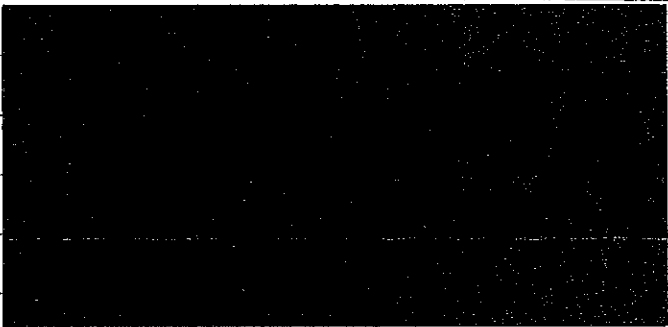
Fax # 

E-Mail Address 

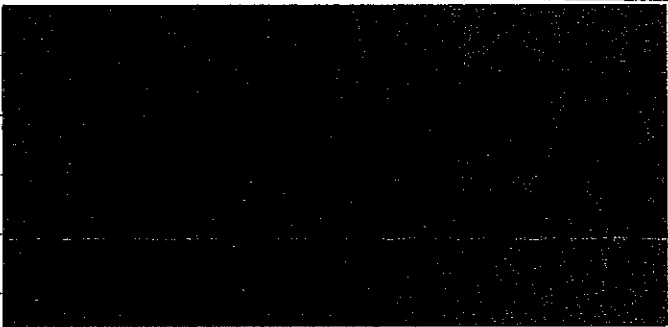
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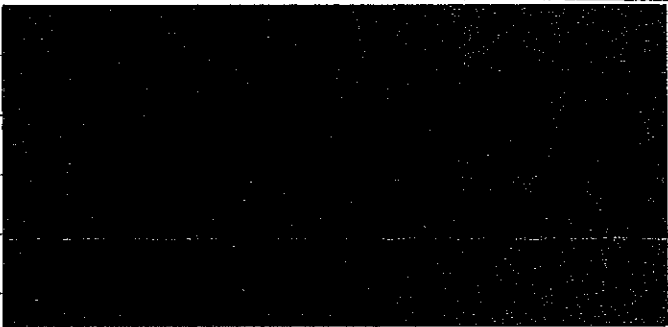
Company San Giuseppe Wines

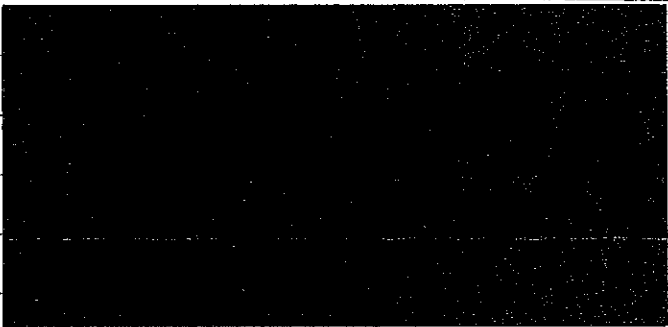
Contact Person Frank Gentile

Address 

City/State 

Telephone 

Fax # 

E-Mail Address 

## Attachment

1. Date of Formation: 1974
2. 3 Shareholders  
Joseph Kenny, [REDACTED]  
Christine Kenny, [REDACTED]  
Edward Moore, [REDACTED]
3. 3 Officers of Company  
Joseph Kenny, 1 [REDACTED]  
Christine Kenny [REDACTED]  
Edward Moore, [REDACTED]
4. Incorporated in New York
5. 3 Full Time Employees
6. Gross Annual Revenue \$2,100,000
7. Relevant Accomplishments  
Place Advertising for the following Events
  - a) Great South Bay Music Fest
  - b) NYCB Westbury Music Theater
  - c) Port Jefferson Village
  - d) Patchogue Riverfront Campaigns
  - e) Brookhaven Amphitheater
  - f) North Coast Golf Shows through out the country
  - g) Ace Comic Con Events through out the country
  - h) Restaurants including Prime, H2O, Tellers, Monsoon, Black Forest, Verace
8. Licensed to do Business in all 50 States  
(no Specific State License or permits)

CERTIFICATION

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

Sworn to before me this 15<sup>th</sup> day of May 2018

Notary Public

September 15, 2021

Name of submitting business:

Ed Moore Advertising Agency, Inc

By:

Joseph Kenny

Print name

Signature

V.P.

Title

Date

5/1/18

## Background of Ed Moore Advertising

1. Local Advertising Agency established in 1974
2. 3 Full Time Employees
3. Have Graphic Artist, Radio Production People, & TV Production
4. Specialize in Entertainment Industry
5. Restaurants (Prime, Tellers, Harbor Crab, H2O, K Pacho, Four, J&R Steak House, Mio Posto, Danfords, Black Forest, Hudsons on Mile)
6. Bars/Clubs (Dublin Deck, Lily Flanagans, Nutty Irishman, Nappertandys, Pops, Bellport CC, Chateau Le Mar, Emporium, Maliblu)
7. Retail (Miller Beer, San Giuseppe Wines, Suburban Exterminators, Cactus Salons, Sam Ash, Adventureland, NYCB Theater, Dover Caterers)
8. Events (Great South Bay Boat Race, Montauk Art Show, Concerts, Nassau County Craft Shows, Port Jefferson Bid, Brookhaven Amphitheater)
9. Buying Service: Purchase media at lowest prices & charge no fees
10. Place Radio, TV, Print, & Online Advertising
11. Coordinate all Scripts, Artwork, Schedules, & Billing
12. Coordinate appearances & Promotions
13. We know what works best

# Ed Moore Advertising

10 Village Drive West  
Dix Hills, New York 11746  
ph.631 667-5525 fax 631 667-0402

Date: 2/1/2018.

Re: Disclosure Statement

Corporate Officers Below:

Edward V Moore  
President

DOB: 5-18-81

SSN: 064-06-1710

1701

W

514

Joseph R Kenny  
Vice President

DOB: 2-17-64

SSN: 005-54-0151

10 Village Drive West

Dix Hills, NY 11746

(631) 667-5525

Christine A. Kenny  
Vice President

DOB: 11-24-61

SSN: 107-60-0001

10 Village Drive West

Dix Hills, NY 11746

(631) 667-7277

### Scope of Advertising Services Provided

Ed Moore Advertising will work directly with the Nassau County Parks staff to custom tailor each campaign depending on the particular event.

Based upon the event location, audience demographics, capacity attendance, we will make recommendations utilizing traditional media (Print, Radio, TV, Outdoor signage) and new media (online geo-targeted ads & Facebook). You will get an un-biased recommendation of what works. Suggested schedules will be presented for approval.

Ed Moore Advertising will coordinate placement of ads along with writing scripts and providing artwork... If artwork is not provided, one of our graphic artist will create the ad for approval. All placement and times of ads will be tracked to insure all ran correctly.

Ed Moore Advertising will coordinate all billing and payments to the media being used. They will also provide station affidavits and tear sheets to insure ads ran correctly..

Ed Moore Advertising does **NOT** charge any retainer fees or service charges for providing these services.... Ed Moore Advertising is compensated by the Media being used **ONLY**. (IE. If you run \$1000 in radio spots on WBAB. You receive Ed Moore Advertising's Lowest rate available and pay \$1000. The agency receives a 15% commission for coordinating placement, scripts, and handling billing from the station)

**Call one person, Get Lowest Rate, and Pay Nothing Additonal**

## Why Use Ed Moore Advertising?

1. One point of Contact.... I give an un-biased recommendation on which media depending on the event, location, and budget... (IE. if dealing with a radio station directly they are going to steer you in that direction no matter what... I suggest what works based on previous experiences. I make same \$ no matter which media you use)
2. I have lowest rates and do not charge any fees.... I have 100s of clients in the LI area that promote events similar to yours and I know what the lowest cost are. The stations pay me 15% for doing the work of placement, writing the spots and payments (I am attaching client list)
3. Flexible with billing and conform to what you need, rather than having to fill out credit apps and letters of guarentee... I do that... when something runs incorrectly, I credit you and get make goods. I do all the work behind the scenes..
4. I coordiante art delivery, writing of ads, tv production, and ad placement for no fee... part of what we do....
5. I am always available, nights, weekend, etc....I take the drama out of ordering and don't push you to do un-necessary things.. No B.S.
6. I deal with all the different sales people calling to try and sell you on things that you probably don't need.
7. Located on LI and available to meet in person whenever needed
8. We have been in business on LI since 1974 and have solid relationships with Radio, TV, and Print publication.

BOTTOM LINE: Cost Less, One Person, No Hassle, Always Available, and what we do works, ask anyone of my clients

## Client Profile

### Restaurants

Prime Steak House, Tellers Steak House, Harbor Crab, H20, Salt K Pacho, Refuge, J&R Steak House, Monsoon Steak & Sushi Danfords, Black Forest Brew Haus, Hudsons on Mile, TGI Fridays

### Bars/Clubs

Dublin Deck, Lily Flanagans, Nutty Irishman, Nappertandys, Stereo, Schafers, Beach Bar, Flynn's, Malibue, Revolution Winners Circle, Parlay Gastro

### Retail

Miller Beer, San Giuseppe Wines, Suburban Exterminators Cactus Salons, Sam Ash Music, Adventureland, Coral House, Milleridge Inn, The Sands, Bridgeview Yacht Club, Gold Coast Bank

### Events

NYCB Westbury Concerts, Nassau County Craft Shows, Port Jefferson Bid, Brookhaven Amphitheater, Paramount Concerts, Nassau Parks Dept, Patchogue Chamber, Great South Music Festival, LGBT Pride Events



## CLIENT PORTFOLIO

### BARS/CLUBS/CATERING

Winners Circle  
Bridgeview Yacht Club  
Kaseys  
Carlton on the Park  
Paramount  
McFaddens  
Revolution  
Gossip  
Suffolk Theatre  
Schafers  
Mixx  
Refuge  
Lilly Flanagans  
Dublin Deck  
Emporium  
Napper Tandys  
Milleridge Inn  
Chelsea Mansion  
Nutt Irishman  
Peters Clam Bar  
Parlay Gastro  
Wahlburgers  
Harbor Club  
Brookhaven Amphitheatre  
Flanagans  
Patchogue Theatre  
Smoke Shack BBQ  
Beach Bar  
Dover Caterers  
Schafers  
Sands of Lido  
Danfords / Wave  
NY Burger  
Coral House  
Brian Rosenberg NY  
Hudson & McCoy  
Tommys Place  
Tap Room  
Flynn's  
NYCB Westbury Theater

### RESTAURANTS

Claudios  
Mio Posto  
Passione  
Mesita  
Tellers Chop House  
Irish Coffee Pub  
Harbor Crab  
J&R Steakhouses  
Verace  
K Pacho  
Monsoon  
Black Forest Brew Haus  
Palmers  
Prime Steak House  
Harbor Club  
H-2-O

### BUSINESSES

Cactus Salons  
Nassau County Parks  
Clare Rose Beer Distributor  
Tax Time Resolutions  
Live Nation  
Suburban Exterminators  
Adventureland  
Country Farms / Polo in Park  
San Giuseppe Wines  
Boening Bros Beer Distributor  
Gold Coast Bank  
Patchogue C of C  
Napoli Marble  
Allstar Bartending  
Property Tax Reduction  
Port Jefferson B.I.D.  
Fine Lawyers  
Sam Ash Music Stores  
Nassau County Craft Shows  
C&B Archery  
LI Plastic Surgical Group  
Ski Plattekill

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: [REDACTED]
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

President Edward V. Moore [REDACTED]  
V.P. Joseph R. Kenny [REDACTED]  
V.P. Christine A. Kenny [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Edward V Moore 50%  
Joseph R Kenny 25%  
Christine A Kenny 25%

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

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 2-1-18

Signed: Joseph Kenny

Print Name: Joseph Kenny

Title: V.P.

Page 4 of 4:

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Ed Moore Advertising Agency, Inc., having its principal address at [REDACTED] (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the services to be performed pursuant to this Agreement are within the intent and purview of State Tax Law 1202-q;

WHEREAS, in order to procure said services, the Department issued Request for Proposals ("RFP") #PK0122-1801, issued January 22, 2018; and

WHEREAS, the RFP provided for an Agreement term of one (1) year with the possibility of a one (1) year renewal period; and

WHEREAS, the Contractor was selected based upon its proposal, including consideration of its experience and expertise; and

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

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

1. Term. This Agreement shall commence on March 1, 2018 and shall terminate on February 28, 2019, unless sooner terminated as provided for herein. The County may, in its sole discretion and upon at least thirty (30) days notice to Contractor prior to the expiration date, elect to renew the term of this agreement, on the same terms and conditions, for a period of one (1) year commencing March 1, 2019 and terminating February 29, 2020, unless sooner terminated as provided for herein.

2. Program. The services to be provided by the Contractor under this Agreement shall consist of providing advertising, including, but not limited to print, radio and

internet advertising for the Nassau County Events, per example as described in Attachment "A".

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall be One Hundred thousand dollars (\$100,000.00). This amount is inclusive of any and all expenses, including, travel.

(b) Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractors received notice that the County did not desire to receive such services.

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

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



(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 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.

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

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

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

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

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

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

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

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

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

16. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred sixty six dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

18. Executory Clause. Notwithstanding any other provision of this Agreement:

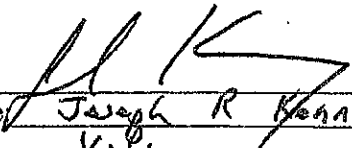
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

ED MOORE ADVERTISING AGENCY, INC.

By:   
Name: Joseph R Kenney  
Title: V.P.  
Date: 2-23-18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

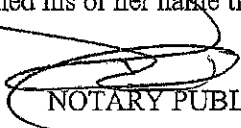
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~

Suffolk

On the 23rd day of February in the year 2018 before me personally came Joseph R. Kenny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the V.P. of Ed Moore Advertising Agency, Inc. 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

DARRYL L. JONES  
Notary Public, State of New York  
Qualified in Suffolk County  
Reg. No. 01J06130226  
My Commission Expires July 4, 2021

September 15, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

### Attachment "A"

Exhibit A below is an example of the advertising placements that Ed Moore Advertising placed to promote the different events at the Nassau Parks in 2016. Similar advertisements will be placed during 2017.

#### Week 19-22 Mon 5/2- Sun 5/29

\$1787 AAA Horizons CT 5/2 (OBVR)  
\$2329 AAA Car & Traveler NY 5/2 (OBVR)  
\$820 AAA NJ 5/2 (OBVR)  
\$2665 LI Travel Guide 1/2 Page Spring Issue (OBVR Historic Day)  
\$3535 LI Travel Guide 1/3 Page Spring Issue (OBVR LI Fair)  
\$460 Cleardevil Art Design Flyers, ads

#### Week 25 Mon 6/13- Sun 6/19

*Korean War Memorial Sat 6/18 Eisenhower Park*  
*Garvies Path Thru History Sat 6/18*  
\$2012 Newsday 1/2 Page Nassau/Queens Fri 6/17 for (OBVR Parks Coupon)

#### Week 26 Mon 6/20- Sun 6/26

*Town Of Hempstead Fireworks Nickerson Beach Sat 6/25*

#### Week 27 Mon 6/27- Sun 7/3

*Tramps Like Us Fri 7/1 Eisenhower Park 7pm*  
*Celebrate America Fireworks Sat 7/2 Eisenhower Park Dark (7/3 raindate)*  
\$2012 Newsday 1/2 Page Nassau/Queens Thu 6/30 for (Eisenhower concert listing)  
\$1006 Newsday ¼ Page All Nassau Fri 7/1 for OBVR Independence day  
\$700 News12 Billboards Mon 6/27 - Fri 7/1 for Eisenhower (Tramps Like Us)  
\$300 FIOS 1 News 15 sec spots Mon 6/27 - Fri 7/1 Eisenhower (Tramps Like Us)  
\$500 WKJY 98.3 30 second Mon 6/27 - Fri 7/1 Eisenhower (Tramps Like Us)  
\$700 News12 Billboards Wed 6/29 - Sun 7/3 for OBVR independence  
\$300 FIOS 1 News 15 second Spots Wed 6/29 - Sun 7/3 OBVR independence  
\$675 Herald ¼ Page Nassau, Lynbrook/E Rock, VS Thu 6/30 (Grant Park 7/6 concert)

**Week 28 Mon 7/4– Sun 7/10**

*Independence Day 1861 at OBVR Mon 7/4*

*Tuesday: Movie Night Cedar Creek 7/5 Book of Life*

*North Shore Pops Concert Grant Park Wed 7/6*

*Thursday: Movie Night Eisenhower Park 7/7 Peanuts Movie*

*Friday: Movies Nickerson beach 7/8 Hotel Transylvania*

*Disco Unlimited Fri 7/8 Eisenhower 7pm*

*Dean Karahalis Sat 7/9 Eisenhower 7pm*

\$225 East Meadow Herald & ¼ page Thu 7/7 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 7/7 (eisenhower movies)

\$1006 Newsday ¼ Page All Nassau Thu 7/7 for Eisenhower (disco & dean)

\$700 News12 Billboards Mon-Fri for Eisenhower (Disco)

\$300 FIOS 1 News 15 second Spots for Eisenhower (Disco)

\$500 WKJY 30 second Spots Mon-Fri for Eisenhower (Disco)

\$150 WHLI 60 second Spots Mon-Sat for Eisenhower (Dean)

\$225 Long Beach Herald ¼ page Thu 7/7 for Nickerson Movies

\$225 Nassau Herald ¼ page Color Thu 8/6 Woodmere Pk (Tues Movies 7/12)

\$150 WHLI 60 second Spots Mon-Wed for Grant Pk Concert (Pops)

\$300 WKJY 30 second Spots Mon-Wed for Grant Park Conert (pops)

\$675 Herald ¼ Page Nassau, Lynbrook/E Rock, VS Thu 7/7 (Grant Park 7/12 concert)

\$225 Anton Zone 2 Thu 7/7 for (Chelsea Tours)

\$350 WBZO 60 second Spots Mon-Wed for Grant Park Conert (pops)

**Week 29 Mon 7/11– Sun 7/17**

*All Shook Up Music of Elvis Mon 7/11 Eisenhower*

*Tuesday: Movies N Woodmere 7/12 Kung Fu Panda*

*Woodstock Revisted Grant Park Concert Tue 7/12*

*Wednesday Noon Concert Wed 7/13 Eisenhower Park tamgerine*

*Thursday: Movie Night Eisenhower Park 7/14 Hotel Transylvania*

*NY Review Clusters /NY Skyline Fri 7/15 Eisenhower 7pm*

*Robert Davi Sat 7/16 Eisenhower 7pm*

*80s Explosion with Alisha Sun 7/17 Eisenhower Park*

*Sunday: Movies Nickerson Beach Sun 7/17 Despicable Me*

\$1006 Newsday ¼ Page All Nassau Thu 7/14 for Eisenhower (skyline/davi/alisha)

\$700 News12 Billboards Mon-Fri for Eisenhower (davi)

\$300 FIOS 1 News 15 second Spots for Eisenhower (davi)

\$500 WKJY 30 second Spots Mon-Fri for Eisenhower (skyline & davi)

\$150 WHLI 60 second Spots Mon-Sat for Eisenhower (skyline & davi)

\$225 East Meadow Herald ¼ page Thu 7/14 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 7/14 (eisenhower movies)

\$225 Long Beach Herald ¼ page Thu 7/14 for Nickerson Movies

\$225 Anton Zone 2 Thu 7/14 for (Chelsea Movies next wed & tour)

\$350 WBZO 60 second Spots Sat-Tues for Grant Park Conert (woodstock)



**Week 30 Mon 7/18– Sun 7/24**

*Harry Chapin Tribute Mon 7/18 Eisenhower*

*Tuesday: Movies Cedar Creek 7/19 Despicable Me 2*

*Wednesday Noon Concert Wed 7/20 Brian Lewis*

*Wednesday: Movies Chelsea Mansion 7/20 Casablanca*

*Thursday: Eisenhower Movies Park 7/21 Minions*

*Nassau Pops Fri 7/22 Eisenhower 7pm*

*Friday: Movies Nickerson beach Fri 7/22 Kung Fu Panda*

*Tough Mudder July 23-24 OBVR (direct)*

*Fresh 102.7 in the Park Sat 7/23 Eisenhower 7pm*

*Elvis / Beatles Tribute Day Sun 7/24 Eisenhower*

*W Hempstead Concert Series Halls Pond Sun 7/24 (direct)*

\$1006 Newsday ¼ Page All Nassau Thu 7/21 for Eisenhower (Nassau Pops / Fresh)

\$700 News12 Billboards Mon-Fri for Eisenhower (Fresh 102.7)

\$300 FIOS 1 News 15 second Spots for Eisenhower (Fresh 102.7)

\$500 WKJY 30 second Spots Mon-Fri for Eisenhower (Pops & tribute)

\$150 WHLI 60 second Spots Mon-Fri for Eisenhower (Pops)

\$225 East Meadow Herald ¼ page Thu 7/21 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 7/21 (eisenhower movies)

\$225 Long Beach Herald ¼ page Thu 7/21 for Nickerson Movies

\$225 Nassau Herald ¼ page Color Thu 7/21 Woodmere Pk (Tues Movies 7/26)

\$700 WQBU 92.7 Radio 30 secs Wed 7/20 –Mon 7/25 for Eisenhower (Selena)

\$225 Anton Zone 2 Thu 7/21 for (Chelsea Tours)

**Week 31 Mon 7/25– Sun 7/31**

*Selena Experience Mon 7/25 Eisenhower Park 7pm*

*Tuesday: Movies N Woodmere 7/26 Paddington*

*Wednesday: Noon Concerts Eisenhower Park 7/ 27 Midnight Rose*

*Thursday: Movie Night Eisenhower Park 7/28 Home*

*Shania Twain / Tim McGraw Tribute Fri 7/29 Eisenhower 7pm*

*Oldies Show Sat 7/30 Eisenhower*

*Sunday: Movies Nickerson Beach 7/31 Megamind*

*Beach Boys Tribute Sun 7/31 Wantagh Park*

\$1006 Newsday ¼ Page All Nassau Thu 7/28 for Eisenhower (Shania/Tim & Oldies)

\$700 News12 Billboards Mon-Fri for Eisenhower ( Shania )

\$300 FIOS 1 News 15 second Spots for Eisenhower (Shania )

\$700 Nash 94.7 30 second Spots Mon-Fri for Eisenhower (Shania)

\$500 WBZO 60 second Spots Mon-Fri for Eisenhower (Oldies)

\$500 B103 60 second Radio Ads Mon-Sat for Wantagh Park (beach Boys)

\$503 Newsday 1/4 Page Regional ZN2 Fri 7/29 for Wantagh Park (beach Boys)

\$900 Bell/Mer/Seaford, Wantagh Herald ¼ Color Thu 7/28 (Wantagh Pk beach Boys)

\$225 East Meadow Herald ¼ page Thu 7/28 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 7/28 (eisenhower movies)

\$225 Long Beach Herald ¼ page Thu 7/28 for Nickerson Movies

\$225 Anton Zone 2 Thu 7/28 for Chelsea Movies next wed

\$450 Blank Slate 11 Papers Thu 7/28 ¼ Page Color Eisenhower(Shania/Tim & Oldies)

**Week 32 Mon 8/1– Sun 8/7**

*Tuesday: Movies Cedar Creek 8/2 Alexandr & the Terrible*

*Wednesday: Movies Chelsea Mansion 8/3 Citizen Cane*

*Wednesday: Noon Concerts Eisenhower Park 8/3 The Tercels*

*Thursday: Movie Night Eisenhower Park 8/4 Kung Fu Pandas*

*Friday: Movies Nickerson Beach 8/5 Journey to Center of Earth*

*Dark Strides Sat 8/6 Cedar Creek?*

*Old Time Baseball Tournament August 6-7 at OBVR*

*Salute to Vets / Tony Orlando Sat 8/6 Eisenhower 7pm*

*W Hempstead Concert Series Halls Pond Sun 8/7 direct*

*Garvies Point Day (glencove) Sat 8/6*

*5 Towns Pops & Dean Karahlis Sun 8/7 OBVR*

\$1006 Newsday ¼ Page All Nassau Thu 8/4 for Eisenhower (Tony orlando)

\$700 News12 Billboards Mon-Fri for Eisenhower ( Tony Orlando )

\$300 FIOS 1 Billboards Mon-Fri for Eisenhower (Tony Orlando )

\$500 WBZO 60 second Spots Mon-Fri for Eisenhower (Tony Orlando)

\$150 WHLI 60 second Spots Mon-Fri for Eisenhower (Tony Orlando)

\$225 East Meadow Herald ¼ page Thu 8/4 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 8/4 (eisenhower movies)

\$225 Long Beach Herald ¼ page Thu 8/4 for Nickerson Movies

\$225 Nassau Herald ¼ page Color Thu 8/6 Woodmere Pk (Tues Movies 8/9)

\$575 Herald ¼ Page West Zone Thu 8/4 (Grant Park 8/9 concert)

\$450 Blank Slate & Litmor 11 Papers Thu 8/4 ¼ Page Color (Tony Orlando)

\$1006 Newsday ¼ Page All Nassau/Queen Friday 8/5 for (OBVR Baseball)

\$503 Newsday ¼ Page Regional Fri 8/5 (north Suffolk ZS1) (OBVR Baseball)

\$150 WHLI 60 Second Spots Tue 8/2 – Fri 8/5 (OBVR Baseball)

\$660 Anton All 18 Papers ¼ Page Color Thu 8/4 (OBVR Baseball)

\$1006 Newsday ¼ Page All Nassau/Queen Friday 8/5 for (OBVR 5 Town Pops Sunday)

\$660 Anton All 18 Papers ¼ Page Color Thu 8/4 (OBVR 5 Town Pops Sunday)

\$330 Anton North Zone ¼ Page Color Thu 8/4 (Garvies Point Day)

**Week 33 Mon 8/8– Sun 8/14**

*Tuesday: Movies N Woodmere 8/9 Annie*

*Four Seasons Tribute Grant Park Concert Tues 8/9*

*42<sup>nd</sup> Infantry Band Wed 8/10 Eisenhower Park 7pm*

*Wednesday: Noon Concerts Eisenhower Park 8/10 Quickdraw*

*Thursday: Movie Night Eisenhower Park 8/11 Goosebumps*

*Dr Ks Motown Fri 8/12 Eisenhower 7pm*

*Historic Trades Weekend August 13-14 OBVR*

*Eddie Money / Taylor Dane CBS 8/13 Eisenhower 7pm*

*Sunday: Movies Nickerson Beach 8/14 Journey to the center (2 movies)*

*Cowboy Mounted Shooting Show Sun 8/14 OBVR*

\$1006 Newsday ¼ Page All Nassau Thu 8/11 for Eisenhower (Eddie Money)

\$700 News12 Billboards Mon-Fri for Eisenhower (Eddie Money)

\$300 FIOS 1 News 15 second Spots for Eisenhower (Eddie Money)

\$500 WBZO 60 second Spots Mon-Fri for Eisenhower (Eddie Money & Motown)

\$500 WBAB 30 second Spots Mon-Fri for Eisenhower (Eddie Money)

\$225 East Meadow Herald ¼ page Thu 8/11 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 8/11 (eisenhower movies)

\$225 Long Beach Herald ¼ page Thu 8/11 for Nickerson Movies

\$350 WBZO 60 second Spots Sat-Tues for Grant Park Conert (four seasons)

\$359 Anton Zone 1 Thu 8/11 for Chelsea Movies next wed

\$450 Blank Slate 11 Papers Thu 8/11 ¼ Page Color (Eisenhower Concerts)

\$1006 Newsday ¼ Page All Nassau/Queen Friday 8/12 for (OBVR Historic Trades)

\$503 Newsday ¼ Page Regional Fri 8/12 (north Suffolk ZS1) (OBVR Historic Trades)

\$700 News12 Billboards Mon 8/8-Fri 8/12 (OBVR Historic Trades)

\$300 FIOS 1 News Billboards Mon 8/8-Fri 8/12 (OBVR Historic Trades)

\$660 Anton All 18 Papers ¼ Page Color Thu 8/11 (OBVR Historic Trades)

**Week 34 Mon 8/15– Sun 8/21**

*Tuesday: Movies Cedar Creek 8/16 Charlie & Chocolate*

*Wednesdy: Movies Chelsea 8/17 Sabrina*

*Thursday: Movie Night Eisenhower Park 8/18 PAN*

*Desert Highway Fri 8/19 Eisenhower 7pm*

*Jazz Gospel Sat 8/20 Eisenhower 7pm*

*W Hempstead Concert Series Halls Pond Sun 8/21*

\$1006 Newsday ¼ Page All Nassau Thu 8/18 for Eisenhower (Desert & Jazz)

\$700 News12 Billboards Mon-Fri for Eisenhower (Desert highway)

\$300 FIOS 1 News 15 second Spots for Eisenhower (Desert High)

\$500 WBZO 60 second Spots Mon-Fri for Eisenhower (Desert High)

\$295 East Meadow Herald ¼ page Thu 8/18 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 8/18 (eisenhower movies)

\$450 Blank Slate 11 Papers Thu 8/18 ¼ Page Color (Eisenhower Concerts)

\$720 Kroma Print 16 Posters (OBVR LI Fair / Baseball / Halloween)

\$5640 LIRR 3 Sheet Posters 8/8 16 Posters (3 OBVR Events) 8/20 – 9/20

**Week 35 Mon 8/22– Sun 8/28**

*Tuesday: Movie Reverend Mackay Park?? 8/23 inside out*

*Nochas de Alabanza Wed 8/24 Eisenhower*

*Thursday: Movie Night Eisenhower Park 8/25 Wizard of OZ*

*Oldies / Del Satins Fri 8/26 Eisenhower Park 7pm*

*Neil Berg's 100 years Sat 8/27 Eisenhower 1pm*

*Old Time Music Weekend August 27-28 OBVR*

\$1006 Newsday ¼ Page All Nassau Thu 8/25 for Eisenhower (Oldies & Neil)

\$700 News12 Billboards Mon-Fri for Eisenhower (Oldies & Neil)

\$300 FIOS 1 News 15 second Spots for Eisenhower (Oldies & Neil)

\$500 WBZO 60 second Spots Mon-Fri for Eisenhower (Oldies & Neil)

\$500 WKJY 30 second Spots Mon-Fri for Eisenhower (Oldies & Neil)

\$150 WHLI 60 second Spots Mon-Fri for Eisenhower (Oldies & Neil)

\$295 East Meadow Herald ¼ page Thu 8/25 (eisenhower movies)

\$93 Westbury Times ¼ page Thu 8/25 (eisenhower movies)

\$450 Blank Slate 11 Papers Thu 8/25 ¼ Page Color (Eisenhower Concerts)

\$1006 Newsday ¼ Page All Nassau/Queen Friday 8/26 for (OBVR Old Time Music)

\$503 Newsday ¼ Page Regional Fri 8/26 (north Suffolk ZS1) (OBVR Old Time)

\$150 WHLI 60 Second Spots Tue 8/23 – Fri 8/26 (OBVR Old Time)

\$660 Anton All 18 Papers ¼ Page Color Thu 8/25 (OBVR Old Time)

**Week 36 Mon 8/29– Sun 9/**

*Victory Games Oldies Benefit Thu 9/1 Eisenhower*

*Wednesday 8/31 Concert Eisenhower Park 7pm (tramps like us)*

*Herb Flores Fri 9/2 Eisenhower Park 7pm*

\$1006 Newsday ¼ Page Nassau Tue 8/30 Eisenhower (Tramps Tues 8/31) billed in Sept

**Week 37 Mon 9/5– Sun 9/11**

*9/11 Ceremony Thu 9/8 Eisenhower*

*Nash-FM Last Summer Bash Sat 9/12 Eisenhower Park 7pm*

*119<sup>th</sup> Civil War Encampment Sept 10-11 OBVR*

**Week 38 Mon 9/12– Sun 9/18**

*Dark Strides Fri 9/19 Nickerson Beach*

*Irish Feis Sun 9/18 Nickeson Beach*

\$0 Newsday ½ Page Full Run Fri Sports 9/16 (car show) Billed to Friends \$3850

\$1190 Anton ½ page color (18) thu 9/15 (car show)

\$3690 News12 Billboards & 30 second spots Sept 8-24 (car show)

\$1200 Verizon Fios News Car Shows 30 second Ads Sept 8-24 (car show)

\$1000 Cablevision 30 Second Ads Sept 8-24 (car shows / History) (car show)

\$0 WBAB 30 second Radio Ads Sept 13-24 (car show) Billed to friends \$1000

\$500 Production of TV Spot (Blue Rock) (car show)

\$3850 Newsday ½ Page Color Full Run Sun 9/18 Main Section (OBVR LI Fair)

\$1190 Anton All 18 Papers 1/2 Page Color Thu 9/15 (OBVR LI Fair)

**Week 39 Mon 9/19– Sun 9/25**

*Cruise to the Show Car show Sept 24-25 Eisenhower Park*

*LI Fair Sept 24-25, Sept 30, Oct 1 & 2 OBVR*

- \$3850 Newsday ½ Page Color Full Run Fri Sports 9/23 (car show)
- \$1200 NY Post ¼ Page color Thu 9/22 (car show)
- \$400 Daily News ½ page color Thu 9/22 (car show)
- \$400 Daily News ½ page color Fri 9/23 (car show)
- \$1200 NY Post ¼ Page color Thu 9/22 (OBVR LI Fair)
- \$400 Daily News ½ page color Thu 9/22 (OBVR LI Fair) Keep
- \$400 Daily News ½ page color Sun 9/25 Discovery Section (OBVR LI Fair)
- \$2012 Newsday 1/4 Page Color Full Run Thu 9/22 Main Section (OBVR LI Fair)
- \$2012 Newsday 1/4 Page Color Full Run Fri 9/23 Main Section (OBVR LI Fair)
- \$700 News12 Billboards Mon 9/19-Fri 9/23 (OBVR LI Fair)
- \$300 FIOS 1 News Billboards Mon 9/19-Fri 9/23 (OBVR LI Fair)
- \$500 WKJY 98.3 30 Second Spots Tue 9/20 – Fri 9/23 (OBVR LI Fair)
- \$500 WBAB 102.3 30 Second Spots Tue 9/20 – Fri 9/23 (OBVR LI Fair)
- \$2120 Anton All 18 Papers Full Page Color Thu 9/22 (OBVR LI Fair)
- \$450 Blank Slate 11 Papers Thu 9/22 ¼ Page Color (OBVR LI Fair)
- \$1015 CT Papers (5) ¼ Page Color Thu 9/22 (OBVR LI Fair)

**Week 40 Mon 9/26– Sun 10/2**

*LI Fair Sept 30, Oct 1 & 2 OBVR*

- \$1006 Newsday ¼ Page All Nassau/Queen Friday 9/30 for (OBVR LI Fair)
- \$503 Newsday ¼ Page Regional Fri 9/30 (north Suffolk ZS1) (OBVR LI Fair)
- \$700 News12 Billboards Mon 9/26-Fri 9/30 (OBVR LI Fair)
- \$300 FIOS 1 News Billboards Mon 9/26-Fri 9/30 (OBVR LI Fair)
- \$500 WKJY 98.3 30 Second Spots Tue 9/27 – Fri 9/30 (OBVR LI Fair)
- \$500 WBAB 102.3 30 Second Spots Tue 9/27 – Fri 9/30 (OBVR LI Fair)
- \$1190 Anton All 18 Papers 1/2 Page Color Thu 9/29 (OBVR LI Fair)
- \$450 Blank Slate 11 Papers Thu 9/29 ¼ Page Color (OBVR LI Fair)
- \$1015 CT Papers (5) ¼ Page Color Thu 9/29 (OBVR LI Fair)
- \$503 Newsday ¼ Page Regional Sun 10/2 (north Suffolk ZS1) (Oktoberfest)
- \$1006 Newsday ¼ Page All Nassau/Queen Sun 10/2 (Oktoberfest)

**Week 41 Mon 10/3– Sun 10/9**

*Oktoberfest Eisenhower Park Oct 8,9,10*

- \$1006 Newsday ¼ Page All Nassau/Queen Fri 10/7 (Oktoberfest)
- \$503 Newsday ¼ Page Regional Fri 10/7 (north Suffolk ZS1) (Oktoberfest)
- \$700 News12 Billboards Mon 10/3-Fri 10/7 (oktoberfest)
- \$500 WKJY 98.3 30 Second Spots Tue 10/4 – Fri 10/7 (Oktoberfest)
- \$2012 Newsday ¼ Page All Full Run Sun 10/9 Main Section (OBVR Baseball & Battle)

**Week 42 Mon 10/10– Sun 10/16**

*Baseball & Battlefields Oct 15-16 OBVR*

\$1006 Newsday ¼ Page All Nassau/Queen Friday 10/14 for (OBVR Baseball & Battle)  
\$2012 Newsday ¼ Page All Full Run Sun 10/16 Main Section (OBVR Halloween)  
\$1190 Anton All 18 Papers 1/2 Page Color Thu 10/13 (OBVR Baseball & Battle)  
\$300 FIOS 1 News Billboards Mon 10/10 – Fri 10/14 (OBVR Baseball & Battle)  
\$660 Anton All 18 Papers ¼ Page Color Thu 10/13 (OBVR Halloween)

**Week 43 Mon 10/17– Sun 10/23**

*Halloween Oct 21,22,23.... 28,29,30 OBVR*

\$1006 Newsday ¼ Page All Nassau/Queen Thu 10/20 for (OBVR Halloween)  
\$503 Newsday ¼ Page Regional Fri 10/21 (north Suffolk ZS1) (OBVR Halloween)  
\$2012 Newsday ¼ Page All Full Run Sun 10/23 Main Section (OBVR Halloween)  
\$700 News12 Billboards Mon 10/17-Fri 10/21 (OBVR Halloween)  
\$300 FIOS 1 News Billboards Mon 10/17-Fri 10/21 (OBVR Halloween)  
\$500 WBLI 106.1 30 Second Spots Tue 10/18 – Fri 10/21 (OBVR Halloween)  
\$500 WKJY 98.3 30 Second Spots Tue 10/18 – Fri 10/21 (OBVR Halloween)  
\$2120 Anton All 18 Papers Full Page Color Thu 10/20 (OBVR Halloween)  
\$450 Blank Slate 11 Papers Thu 10/20 ¼ Page Color (OBVR Halloween)

**Week 44 Mon 10/24– Sun 10/30**

*Halloween Oct 21,22,23.... 28,29,30 OBVR*

\$1006 Newsday ¼ Page All Nassau/Queen Thu 10/27 for (OBVR Halloween)  
\$503 Newsday ¼ Page Regional Fri 10/28 (north Suffolk ZS1) (OBVR Halloween)  
\$1006 Newsday ¼ Page All Nassau/Queen Sun 10/30 for (OBVR 1848 Election)  
\$503 Newsday ¼ Page Regional Sun 10/30 (north Suffolk ZS1) (OBVR 1848 Elect)  
\$700 News12 Billboards Mon 10/24-Fri 10/28 (OBVR Halloween)  
\$300 FIOS 1 News Billboards Mon 10/24-Fri 10/28 (OBVR Halloween)  
\$500 WBLI 106.1 30 Second Spots Tue 10/25 – Fri 10/28 (OBVR Halloween)  
\$500 WKJY 98.3 30 Second Spots Tue 10/25 – Fri 10/28 (OBVR Halloween)  
\$1190 Anton All 18 Papers 1/2 Page Color Thu 10/27 (OBVR Halloween)  
\$660 Anton All 18 Papers ¼ Page Color Thu 10/27 (OBVR Election)

**Week 45 Mon 10/31– Sun 11/6**

*1848 Election Nov 5-6 OBVR*

\$700 News12 Billboards Mon 10/31-Fri 11/4 (OBVR 1848 Election)  
\$300 FIOS 1 News Billboards Mon 10/31-Fri 11/4 (OBVR 1848 Election)  
\$2120 Anton All 18 Papers Full Page Color Thu 11/3 (OBVR Election)

**Week 46 Mon 11/7– Sun 11/13**

**Week 47 Mon 11/14– Sun 11/20**

*Old Fashion Thanksgiving Nov 19-20...26-27 OBVR*

*Garvies Point Day Nov 19-20*

\$503 Newsday ¼ Page Regional ZN1 Fri 11/18 for (Garvies Point Day)

\$503 Newsday ¼ Page Regional ZN1 Fri 11/18 for (Chelsea Murder mystery)

\$1006 Newsday ¼ Page All Nassau/Queen Fri 11/18 for (Holiday Spectacular)

\$500 WKJY 98.3 30 Second Spots Wed 11/16 – Sat 11/26 (Holiday Spectacular)

\$700 News12 Billboards Wed 11/16 – Sat 11/26 (Holiday Spectacular)

\$300 FIOS 1 News Billboards Wed 11/16 – Sat 11/26 (Holiday Spectacular)

**Week 48 Mon 11/21– Sun 11/27**

*Old Fashion Thanksgiving Nov 19-20...26-27 OBVR*

*Holiday Spectacular Sun 11/27*

\$1006 Newsday ¼ Page All Nassau/Queen Wed 11/23 for (Holiday Spectacular)

\$1006 Newsday ¼ Page All Nassau/Queen Wed 11/23 for (OBVR Thanksgiving)

**Week 49 Mon 11/28– Sun 12/4**

\$500 WKJY 98.3 30 Second Spots Tue 11/29 – Fri 12/2 (Chelsea Murder Mystery)

**Week 50 Mon 12/5– Sun 12/11**

\$1006 Newsday ¼ Page Nas/Que Sun 12/11 for (OBVR Candlelight)

**Week 51 Mon 12/12– Sun 12/18**

*Candlelight Nights Dec 15-18 OBVR*

\$1006 Newsday ¼ Page Nas/Que Thu 12/15 for (OBVR Candlelight)

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Edward V Moore (Name)

[REDACTED] (Address)

[REDACTED] (Phone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

Yes

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

Yes

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

Edward V Moore 2/15/18

Dated  
Signature of Chief Executive Officer

Edward V Moore  
Name of Chief Executive Officer

Sworn to before me this

5th day of February, 2018  
[Signature]  
Notary Public  
Notary Public, State of New York  
Qualified in Suffolk County  
Exp. No. 01608130223  
Commission Expires July 11, 2022

September 15, 2021

**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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

As used in this 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> OneGroup NY, Inc - Oneida 706 N Clinton Street Syracuse NY 13204	<b>CONTACT NAME:</b> Rachelle Keator <b>PHONE (A/C No. Ext):</b> 315-413-4420 <b>E-MAIL ADDRESS:</b> rkeator@onegroup.com <b>FAX (A/C No):</b> 315-457-7902
<b>INSURED</b> Ed Moore Advertising Agency, Inc. 10 Village Drive West Huntington Station NY 11748	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Sentinel Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1627048444 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	01SBMAZ1886	5/1/2018	5/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder, Nassau County, is included as Additional Insured pursuant to written contract

<b>CERTIFICATE HOLDER</b>  County of Nassau 1550 Franklin Ave. Mineola NY 11501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 01 SBM AZ1686



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

COUNTY OF NASSAU  
1550 FRANKLIN AVE.  
MINEOLA NY 11501

ED MOORE ADVERTISING  
AGENCY, INC.

21402

1-2/210

2/7/18

\$ 266.00

Pay to the order of

Treasurer of Kansas City

Two hundred and six dollars 00/100

Dollars

CHASE

JPMorgan Chase Bank, N.A.

www.Chase.com

for ed moore RFP

*[Signature]*

MP



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

*Inter-Departmental Memo*

**TO:** Robert Cleary

**FROM:** Bileen Krieb

A handwritten signature in dark ink, appearing to be "Bileen Krieb", is written over the "FROM:" line.

**DATE:** May 30, 2018

**SUBJECT: DELAY OF EXPLANATION – ED MOORE ADVERTISING  
AGENCY, INC.**

---

**CQPK18000005**

**NAME: ED MOORE ADVERTISING AGENCY, INC.**

**TERM: MARCH 1, 2018-FEBRUARY 28, 2019**

**AMOUNT OF CONTRACT: \$100,000.00**

Ed Moore Advertising Agency received their Contract documents for completion in February, 2018. Since that time, there were changes to contract regarding revised dates and fees, as well as legal questions regarding the payment mechanism that needed to be explained more clearly. The vendor needed to re-submit a corrected Certificate of Insurance, as well as needing to re-do various disclosure forms since the most recent templates were not being used. This meant the forms needed to be re-certified and notarized which took a bit of time.



Nassau County  
Office of Purchasing

**A-27-18**

Subject: Expansion and Support for Key Case Management (RQIF18000050)
Department: Office of Purchasing
Department Head Name: Robert Cleary
Department Head Signature

Date: February 23, 2018
Vendor Name: Infosys International, Inc.
Contract Number: A-27-2018
Contract Manager Name Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
5/23/18	Budget	5/23/18	County Atty.
	Deputy C.E.		County Exec.

**Narrative**

**Purpose:** To authorize and award a purchase order for Expansion & Support Key Case Management to Infosys International, Inc., being made under General Services Administration (GSA) contract GS-35F-0273V. Purchases for Information Technology and Law Enforcement off GSA contracts are excluded for competitive bidding pursuant to the Nassau County Procurement Policy since this is a purchase through the Federal Governments GSA Contract. No GSA mini bid is required, as the proposed vendor is the only one on the schedule capable of maintaining this customized software.

**Discussion:** This purchase is to provide functionality for the Department of Social Services (DSS) and to add support for five (5) additional Health and Human Services Agencies. This order will be for two programmer analysts for thirty-five (35) hours a week for forty-three (43) weeks to provide expansion and support for the Key Case Management System that DSS relies upon. This system has been in place with this vendor since 2010.

**Impact on Funding:** The cost is Four Hundred Eighty-Four Thousand Six Hundred Ten Dollars (\$484,610.00) from general funds.

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

APPROVED:

*J. Imato* 5/25/18  
(DATE)

71:11:10 02 MAY 2018

2018 MAY 20 11:11 AM

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY AND INFOSYS INTERNATIONAL, INC.

WHEREAS, the Director is representing to the Rules Committee that this purchase is being made under General Services Administration ("GSA") contract GS-35F-0273V and that the firm, INFOSYS INTERNATIONAL, INC., is the only vendor under the GSA contract schedule that is capable of performing the services and that meets all specifications as described in the said contract and as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with INFOSYS INTERNATIONAL, INC.

STAFF OF THE CLERK OF THE LEGISLATURE

CLERK OF THE LEGISLATURE  
NASSAU COUNTY



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NOT APPLICABLE / NONE

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

NONE

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

NONE

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

NONE

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

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee? If none, you must so state:

NOT APPLICABLE / NONE

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

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

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

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

Dated: 2/16/18

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

RAT MENTA

CFO



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name RAJ MENHA  
Date of birth 5/6/55  
Home address 321 STONYTOWN RD  
City/state/zip MANHASSET, NY 11030  
Business address 110 TERMINAL DR  
City/state/zip PLAINVIEW, NY 11803  
Telephone 516-576-9494  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 5/1/90 Treasurer 1/1/  
Chairman of Board 5/1/90 Shareholder 5/1/90  
Chief Exec. Officer 5/1/90 Secretary 1/1/  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 1/1/  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. 100% SHAREHOLDER
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ 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. PRESIDENT - RBM TECH CENTER INC.

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

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

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

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

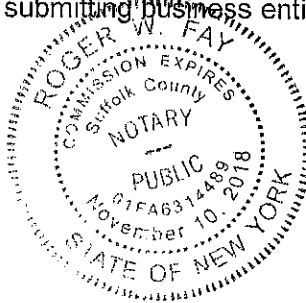
**CERTIFICATION**

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

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

Sworn to before me this 16 day of FEB

2018



Notary Public

Name of submitting business: INFOSYS INTERNATIONAL INC.

By:

RAJ MEHTA  
Print name

[Signature]  
Signature

CEO  
Title

Date

21 16 18

### Business History Form

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

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

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

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

Date: 2/16/18

1) Proposer's Legal Name: INFOSYS INTERNATIONAL, INC.

2) Address of Place of Business: 110 TERMINAL DRIVE  
PLAINVIEW, NY 11803

List all other business addresses used within last five years: NONE

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

Phone: 516-576-9494

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 611764069

5) Federal I.D. Number: 113013325

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_ No X If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No X If Yes, provide details for each such occurrence.

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

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

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

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of Incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

SAB  
ATTACHMENT

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company MTA

Contact Person PIERRE BERNARD

Address 233 W. 34<sup>TH</sup> ST, NEW YORK, NY 10003

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

Telephone 646-376-0444

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

E-Mail Address PBERNARD@MTA.BSC.ORG



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

---

Company EASTER BOCBS  
Contact Person CAROL BROWN  
Address 350 MARTHA AVE  
City/State BELLPORT, NY 11713  
Telephone 631-286-6989  
Fax # \_\_\_\_\_  
E-Mail Address C.BROWN @ ESBOCBS.ORG

ATTACHMENT:

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

## Minority Certifications

Small Business Administration (SBA)

Small Business Development Corporation (SDB)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)

Minority Business Enterprise (MBE)



Contract GS-35F-0273V



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

Infosys International, Inc.  
110 Terminal Drive  
Plainville, NY 11803  
Phone: (800) 841-1101 Ext. 3300  
Fax: (616) 870-1103  
Email: info@infosysinternational.com  
www.infosysinternational.com



A Results Oriented Company

## Services

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

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

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

Microsoft  
Business  
Solutions

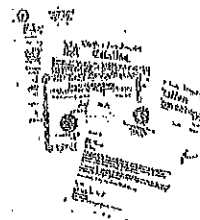


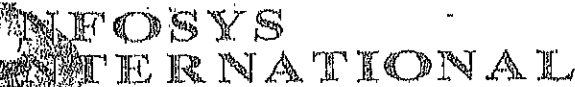
## Products

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

## Achievements

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





## Customers

## Infosys International – over 31 years

Since 1988, Infosys International, Inc. has built a solid reputation as a business and information technology consulting company, serving federal, state and local government agencies, as well as commercial companies, educational institutions and non-profit organizations. We provide business and information technology consulting, application development, systems integration and network management services and web-based software products as a NYS ESD certified minority business enterprise (MBE) and USDOT/NYSDOT certified disadvantaged business enterprise (DBE).

Infosys owns its 14,000-square-foot headquarters in Plainview, Long Island, conveniently located adjacent to Long Island Expressway at Exit 48. With our highly skilled and experienced staff, we deliver exceptional services and products to our national and international clients from this facility.

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

# Hospitals

**What Infosys Can Do for Your Hospital**  
Infosys can assist your organization in determining and implementing the products that fit your needs.

We can offer services in the following fields:

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

PUBLIC SERVICE - "INTERVIEWS THAT MATTER" [youtube.com/infosysinternational](https://www.youtube.com/infosysinternational)

With 28 years of success, our CEO, Raj Mehta, who had been actively involved in local communities, created a cable/YouTube public service, "Interviews that Matter," to give back to the public. Weekly, Mr. Mehta interviews public officials as well as major corporate and non-profit CEO's to give viewers important public information.

### Steps in Providing These Services

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

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

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

Terminal Drive, Plainville, NY 11803  
Phone: (800) 941-1401 Ext. 3300 Fax: (516) 576-9499  
sales@infosysinternational.com  
www.infosysinternational.com

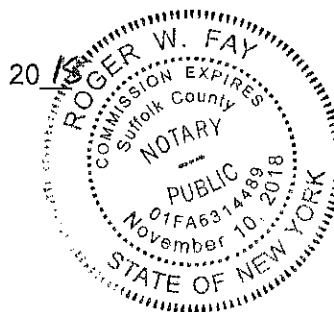
# CERTIFICATION

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

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

Sworn to before me this 16 day of FEB

Notary Public



Name of submitting business: INFOSYS INTERNATIONAL INC.

By: RAJ MEHTA  
Print name

[Signature]  
Signature

CEO  
Title

2 / 16 / 18  
Date

COUNTY OF NASSAU

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

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

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

2. Entity's Vendor Identification Number: EIN: 11-3013325

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

RAJ MENTA  
321 STONYTOWN RD  
MANHASSET, NY 11030  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

RAJ MENTA  
321 STONYTOWN RD  
MANHASSET, NY 11030  
\_\_\_\_\_

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

RBM TECH CENTER INC.

321 STONYTOWN RD

MANHATTAN, NY 11030

(THEY DO NOT PARTICIPATE)

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

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

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

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

NONE

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

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

Dated: 2/16/18

Signed:   
Print Name: RAJ MEHTA

Title: CEO



Page 4 of 4

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

Infosys International Inc  
110 Terminal Drive  
Plainview NY 11803

Quote	0107R
Date	1/17/2017
Page	1

Voice: (516) 576-9494 Ext. 3300

Fax: (516) 576-9499

Quoted To:

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

Purchase Order No.	Customer ID	Salesperson ID	Terms	Invoice
	CIT		1%-Net 15 / Net 30	Monthly
Description	UOM	Quantity	Unit Price	Amount
Senior Analyst/Programmer-Level 6(GSA):				
Manoj Patel	Hour	1.00	\$161.00	\$161.00
George Gonsalves	Hour	1.00	\$161.00	\$161.00
-Total number of hours will be calculated based on the PO				
<p>161.00 x 3010 hours = \$484,610 <del>24</del></p>				
Subtotal				\$322.00
Misc				\$0.00
Tax				\$0.00
Freight				\$0.00
Trade Discount				\$0.00
Total				\$322.00

REQUISITION

RQIT18000050 05/APR/2018

VENDOR:  
INFOSYS INTERNATIONAL INC.  
110 TERMINAL DRIVE

PLAINVIEW NY 11803

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

REQUISITIONER:  
IT DEPARTMENT OF INFORMATION TECH  
240 OLD COUNTRY ROAD  
6TH FLOOR  
MINEOLA NY 11501  
S.BARNETT/MARY MAHONEY(1-3159)  
TEL: (516) 571-2233  
FAX: (516) 571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	920-40	3,010.00	EA	161.0000	484,610.00	

PROGRAMMING SERVICES, COMPUTER

TO PROVIDE ADDITIONAL FUNCTIONALITY FOR THE DEPARTMENT OF SOCIAL  
SERVICES AND TO ADD SUPPORT FOR FIVE ADDITIONAL HHS AGENCIES.  
(SENIOR CITIZENS, YOUTH BOARD, CHEMICAL DEPENDENCY/MENTAL HEALTH,  
OFFICE OF THE PHYSICALLY CHALLENGED AND VETERANS SERVICES)

3,010 HOURS @ \$161.00 PER HOUR = \$484,610.00

2 PROGRAMMER ANALYSTS @ 161.00/HR X 35.00 HRS/WK X 43 WKS =

\$484,610.00

SENIOR ANALYST/PROGRAMMER - LEVEL 6 : MANOJ PATEL AND GEORGE GONSALVES

BILL TO: I.T. ACCOUNTS PAYABLE

240 OLD COUNTRY ROAD 6TH FL

MINEOLA, NY 11501

ESTIMATED TOTAL: 484,610.00



U.S. General Services Administration

## INFORMATION TECHNOLOGY SCHEDULE 70

General Purpose Commercial Information Technology Equipment,  
Software and Services

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



**INFOSYS INTERNATIONAL INC.**

110 Terminal Drive  
Plainview, NY 11803

Phone: 516-576-9494 Ext.3300  
<http://www.infosysinternational.com>

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

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

General Services Administration  
Federal Acquisition Service

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

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

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

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

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

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

Infosys International Inc.  
110 Terminal Drive  
Plainview, NY 11803

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

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

516-576-9494 Ext. 3300

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

**3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule

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

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

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

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

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

4a. CAGE Code: 0NZ82

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

As agreed upon between the contractor and the ordering activity.

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

7. DISCOUNTS:

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

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

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

NA

10. SMALL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### 16. GSA ADVANTAGE!

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

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

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

#### 17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

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

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

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

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

## **19. OVERSEAS ACTIVITIES**

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

### **NONE**

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

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

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

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

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

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

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

**23. SECTION 508 COMPLIANCE.**

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

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

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

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

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

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

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

**26. SOFTWARE INTEROPERABILITY.**

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

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

**27. ADVANCE PAYMENTS**

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

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

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

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

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

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

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

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

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

## **6. INSPECTION OF SERVICES**

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

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

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

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

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

## **9. INDEPENDENT CONTRACTOR**

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

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

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

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

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

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

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

See end of document for description of services and costs

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

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

**Raj Mehta**

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

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

**Fax: 516-576-9499**



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

(Insert Customer Name)

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

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

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

Signatures

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

(CUSTOMER NAME)

**BLANKET PURCHASE AGREEMENT**

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
--------------------------	-----------------------------

_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

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

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

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

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

OFFICE	POINT OF CONTACT
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_____	_____
_____	_____
_____	_____

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

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

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

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

(h) Date of Shipment.

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

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

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\*

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

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

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

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

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

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

Here is a general outline on how it works:

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

March 18, 2016

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

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

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

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

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

**Specific Senior Project Manager Requirements –**

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

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

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

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

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

#### **SENIOR ANALYST/PROGRAMMER –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## **SENIOR NETWORK ENGINEER –**

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

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

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

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

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

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

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

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

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

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

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#### **NETWORK ENGINEER –**

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

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

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

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

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

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

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

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

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

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

## WEB DEVELOPER

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

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

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

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

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

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

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

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

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

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

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

## **DATA ENTRY CLERK**

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

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

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

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

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

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

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

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

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

## **SPECIALIST –**

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

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

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

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

### **Specific Specialist Requirements –**

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

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

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

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

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## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

FRIENDS OF LAURA CURAN 4,500/-

FRIENDS OF JACK MARTIN 2,000/-

FRIENDS OF TONY SANTINO 2,000/-

FRIENDS OF LAURA GILAN 1,000/-

FRIENDS OF NASRIN AHMED 150/-

FRIENDS OF ED. MANKANO 1,500/-

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

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

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

Dated: 2/16/18

Vendor: INFOSYS INTERNATIONAL INC.

Signed: [Signature]

Print Name: RAJ MEHTA

Title: CEO

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-27-2018**

FROM: MICHAEL SCHLEOFF, ACTING DIRECTOR

DATE: FEBRUARY 23, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED TEN DOLLARS (\$484,610.00) ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY TO INFOSYS INTERNATIONAL, INC. FOR KEY CASE MANAGEMENT EXPANSION/SUPPORT FOR NASSAU COUNTY INFORMATION TECHNOLOGY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

  
MICHAEL SCHLENOFF  
ACTING DIRECTOR

MS: br

ENCL: (1) STAFF SUMMARY  
(2) DISCLOSURE STATEMENT  
(3) RESOLUTION  
(4) SOLE SOURCE DOCUMENTS  
(5) QUOTATION  
(6) CERTIFICATE OF LIABILITY INSURANCE  
(7) POLITICAL CONTRIBUTION FORM





INFOS-1

OP ID: LH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Affiliated Agency, Inc. 255 Executive Dr. Suite 308 Plainville, NY 11803 Patrick G O'Connell		<b>516-576-0166</b>		<b>CONTACT NAME:</b>	
				<b>PHONE (A/C, No, Ext):</b>	516-576-0166
				<b>FAX (A/C, No):</b>	516-576-0168
				<b>E-MAIL ADDRESS:</b>	
				<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
				<b>INSURER A:</b>	National Fire Insurance
				<b>INSURER B:</b>	Continental Casualty Co
				<b>INSURER C:</b>	American Casualty Co
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B 6021698663	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B 6021698663	10/31/2017	10/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			B 6021698713	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 6 21698694	10/31/2017	10/31/2018	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			B 6021698663	10/31/2017	10/31/2018	Emp Disho \$ 50,000

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

NASSAU COUNTY IS AN ADDITIONAL INSURED!

## CERTIFICATE HOLDER

NCOFOPU

Nassau County Office of  
Purchasing  
1 West Street  
Mineola, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Andreas Muller*



E-74-18

**NIFS ID:CQCC18000002 Department: Corrections Center/Sheriff****Capital:**

SERVICE: Chaplaincy

Contract ID #:CQCC18000002

NIFS Entry Date: 01-JAN-18

Term: from 01-JAN-18 to 31-DEC-22

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	N
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Ta-Ha Masjid</b>	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Iman Isa Abdul Kareem
[REDACTED]	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Narda Hall	
Address: 100 Carman Ave East Meadow, NY 11554	
Phone: 516-572-3810	

**Routing Slip**

2018 JUN 15 2:26  
 CLERK OF COURTS  
 NASSAU COUNTY

Department	NIFS Entry: X	07-DEC-17 -- NFOCHETTA
Department	NIFS Approval: X	22-MAY-18 -- NFOCHETTA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-MAY-18 -- APERSICH
OMB	NIFS Approval: X	22-MAY-18 -- JDEVITO1
County Atty.	Insurance Verification: X	31-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	22-MAY-18 -- DMCDERMOTT
Dep. CE	Approval: X	15-JUN-18 -- TFOX
Leg. Affairs	Approval/Review: X	04-JUN-18 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.
<b>Method of Procurement:</b> Renew from prior year.
<b>Procurement History:</b> Contract amended from prior year.
<b>Description of General Provisions:</b> New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors at times not duly disruptive of facility routine.
<b>Impact on Funding / Price Analysis:</b> : Additional funds required for the period 1/1/18-12/31/22 with a budget impact of \$8,400.00 yearly. There is no other source of funding for this item.
<b>Change in Contract from Prior Procurement:</b> NONE
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		1	ccgen1310/de510	\$ 8,400.00
Resp:	1310	Contract:				\$ 0.00
Object:	510	County	\$ 8,400.00			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 8,400.00</b>		<b>TOTAL</b>	<b>\$ 8,400.00</b>

RENEWAL	
% Increase	
% Decrease	

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Ta-Ha Masjid

2. Dollar amount requiring NIFA approval: \$42000

Amount to be encumbered: \$8400

This is a New

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

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

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

3. Contract Term: 1/1/2018-12/31/2022

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To provide religious services and counselling to the inmate population at the Nassau County Correctional Center.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

APERSICH

22-MAY-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.        – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY  
DEPARTMENT OF CORRECTIONS, AND THE TAHA MASJID

WHEREAS, the County has negotiated a personal services agreement with the Taha Masjid to provide religious services and counseling to the inmate population at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Taha Masjid.



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:** TAHA MASJID

**CONTRACTOR ADDRESS:** [REDACTED]

**FEDERAL TAX ID #:** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_, [newspaper advertisement, posting on website, mailing, etc.] \_\_\_\_\_ [#] of potential parties requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:*** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

12/1/17  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
Compt. form Pers./Prof. Services Contracts; Rev. 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 06/08/2018

Vendor: TA-HA Masjid, Inc.

Signed: Imam Isa Abdul Kareem

Print Name: Imam Isa Abdul- Kareem

Title: Imam



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

none

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

none

There are no Lobbying activities  
Conducted by the Masjid.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

none There are no Lobbyist in  
TA-HA Masjid. Inc.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none - Campaign Contributions have not  
been provided to TA-HA Masjid, Inc.  
at any time.

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 06/28/18

Signed:

Imam Isa Abdul-Kareem

Print Name:

Imam Isa Abdul-Kareem

Title:

Imam

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Imam Isa Abdul-Kareem  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) none  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

<sup>Imam</sup> President 10/1/73 Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /         /    /      
(Other) Incorporated 1985 - NFP Imam

3. Do you have an equity interest in the business submitting the questionnaire?  
YES      NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Imam Isa Abdul-Kareem, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of June 2018

Sectellar Haynes  
Notary Public

SECTELLAR HAYNES  
Notary Public, State of New York  
No. 01HA6130425  
Qualified in Nassau County  
Commission Expires July 18, 2021

TA-HA Masjid, Inc.  
Name of submitting business

Imam Isa Abdul-Kareem  
Print name

Imam Isa Abdul-Kareem  
Signature

Imam  
Title

06/08/2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Fahim Ali  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) NONE  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) PRISON MINISTER 2010 ~ 8 YEARS
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Alim B. Ali, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional Inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of June 2018

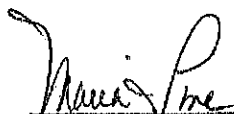
MARIA LOVE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01LO6370845

Qualified in Nassau County

My Commission Expires 02-12-2022



Notary Public

Ta-Ha massid  
Name of submitting business

Alim Ali  
Print name

Alim Ali  
Signature

Imam  
Title

June 8 / 2018  
Date



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jamilah Abdul-Kareem  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) none  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary 2/2/2007  
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /     
(Other) Program Manager for Prison Services NCRC (volunteer)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

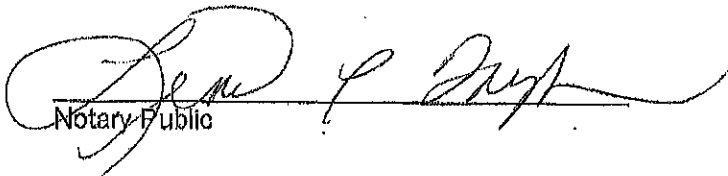
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO 1 If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO 1 If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO 1 If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO 1 If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO 1 If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO 1 If Yes, provide details for each such year.

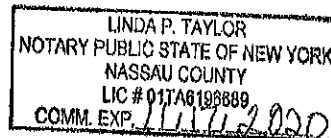
**CERTIFICATION**

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I, Jamilah Abdul-Kareem, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of June 2018

  
Notary Public

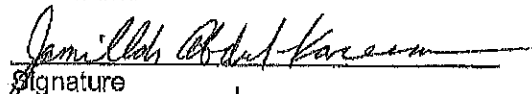


TA-HA Masjid, Inc.

Name of submitting business

Chaplain Jamilah Abdul-Kareem

Print name

  
Signature

Chaplain / Charge  
Title

6 / 8 / 2018  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 6/7/2018

1) Proposer's Legal Name: TA-HA Masjid, Inc.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

none

3) Mailing Address (if different): same

Phone: 576 325 4151

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: <sup>SBL</sup> 55415-02530- NSS: 26300

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) Not for profit 501C3

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: a school (501C3) not open at this time

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYSCTF NYS Chaplain Task Force

Contact Person Rev. Marcos Miranda

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]



Company American Red Cross  
Contact Person Liz Barker  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # [REDACTED]  
E-Mail Address [REDACTED]

Company ICNA Islamic Circle of North America  
Contact Person Imam Zabeer Ali  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # [REDACTED]  
E-Mail Address [REDACTED]

## CERTIFICATION

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I, Imam Isa Abdul-Kareem, 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 8th day of June

2018

Selettar Haynes  
Notary Public

SECTELLAR HAYNES  
Notary Public, State of New York  
No. 01HA6130425  
Qualified in Nassau County  
Commission Expires July 18, 2021

Name of submitting business: TA HA Masjid Inc.

By: Imam Isa Abdul-Kareem

Imam Isa Abdul-Kareem  
Print name  
Signature

Imam  
Title

06/08/2018  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: TA-HA Masjid, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp 501(c)(3) Religious Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Imam Isa Abdul Kareem - [REDACTED]

Chaplain Samillah Abdul Kareem - [REDACTED]

Sheikh Abdul Aleem - [REDACTED]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

[REDACTED]

Imam Isa Abdul Kareem clergy/Imam and Religious leaders

\_\_\_\_\_

600 Fulton Ave #25A, Hempstead, NY 11550 - Chaplin Samblan

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 9/8/2018

Signed: Imam Isa Abdul-Kareem

Print Name: Imam Isa Abdul-Kareem

Title: Imam

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2018, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) Taha Masjid, a not-for-profit corporation, having its principal office at: 1 [REDACTED] (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in the Agreement; and

WHEREAS, this is a personal service contract with the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

- 1) TERM. This Agreement shall commence on January 1, 2018, and terminate on December 31, 2022, subject to extension of two years or sooner termination as provided in this Agreement.
- 2) SERVICES. The services to be provided by the Contractor under this Agreement shall consist of designating and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.
- 3) PAYMENT.
  - (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Forty-Two Thousand Dollars (\$42,000.00), payable as follows:  
Contractor shall be paid Seven Hundred Dollars (\$700.00) per month, in arrears, contingent upon submission by the Contractor of a duly certified claim form, approved by the Department and filed with the office of the County Comptroller.

- (b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be Eight Thousand Four Hundred Dollars (\$8,400.00) payable for services rendered during the first year of the Agreement, the period January 1, 2018 through December 31, 2018. Thereafter, the Department shall notify Contractor of availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- (c) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County comptroller of his or her duly designated representative (the "Comptroller").
- II) The Voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.
- (d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County



employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 5) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6) Compliance with Law.
  - a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "EE." As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.
  - b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

- c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
  - d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.
- 7) Minimum Service Standards. Regardless of whether required by Law:
- a) The Contractor shall, and shall cause Contractor Agents, to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
  - c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 8) Indemnification; Defense; Cooperation.

- a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution or any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a contractor Agent in connection with this Agreement.
- d) The provisions of this Section shall survive the termination of this Agreement.

9) Insurance.

- a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation law, and (iv) such additional insurance as the County may from time to time specify.
- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more

commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

- c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10) Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11) Termination.

- a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is give to the Commissioner.
- 12) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provision of this Section shall survive the termination of this Agreement.
- 13) Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentation. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 15) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road; Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 16) All Legal Provisions Deemed Included; Severability; Supremacy.
- a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and

conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18) Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19) Administrative Service Charge. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.

20) Executory Clause. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

TAFIA MASJID

By: Imam Tafa Abdul Kareem  
Name: Imam Tafa Abdul Kareem  
Title: Imam  
Date: 11/9/2017

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 9 day of November in the year 2017, before me personally came Imam Tafa Abdul Kareem 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 Imam of TAFIA MASJID, 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 Stella Haynes

STELLAR HAYNES  
Notary Public, State of New York  
No. 01HA6130423  
Qualified in Nassau County  
Commission Expires July 18, 2022

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the \_\_\_\_\_ day of November in the year 2017, before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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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:

Imam Isa Abdul-Kareem for TAHA Masjid Inc. (Name)

(Address)

[REDACTED]

Number)

[REDACTED]

(Telephone

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has ☒ 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 1 has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7-19-2017  
Chapman Jamillah Abdul-Kareem  
Dated \_\_\_\_\_ Signature of Chief Executive Officer

Chapman Jamillah Abdul-Kareem  
Name of Chief Executive Officer

Sworn to before me this

20<sup>th</sup> day of July, 2017  
Kathleen A. Kelly

Kathleen A. Kelly  
Notary Public, State of NC  
No. 01906168266  
Qualified in Nassau County  
Commission Expires June 11, 2019

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency

has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the

Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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.

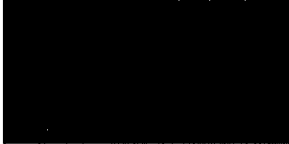
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that 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.

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# Chaplain Jamillah Abdul-Kareem

Community Crisis Chaplain/ Clergy/  
Humanitarian



## SKILLS

Outreach Coordinator, Event Planner, Author, Poetess, Pioneer of Hip Hop,  
Media, Accounting/Bookkeeping, Clergy, Secretarial Skills, Chaplaincy

## EXPERIENCE

**Ta-Ha Masjid, Inc., 195 Nassau Road Roosevelt, NY 11575- Clergy-  
Volunteer**

January 1991 - PRESENT

- Secretary for Masjid / Assistant Principal for Madrassah (ended 2012)
- Prison Committee 2007- Present
- Payroll (ended 2007)
- Outreach
- Event Coordinator

**NYSCTF - Chaplain**

Dec. 2014- Present

- Field Operative
- Instructor

**American Red Cross - Mineola - Volunteer**

Nov. 2015- Present

- Home Fire
- Disaster Readiness Instructor
- Pillowcase Project Instructor
- DAT CAPTAIN - Front Line Supervisor
- Driver
- Mass Care Services- Case work Supervisor
- Deployment Ready for Sheltering Services
- Basic Instructor Certified



---

**ICNA Relief USA - Nassau Community Center - *Community Crisis*  
*Chaplain - Volunteer***

**2014- Present**

- **Community Crisis Chaplain**
- **Mortician for women**
- **Dawah Coordinator for ICNA SISTERS WING**
- **Central Outreach Dept.**
- **WhyIslam Volunteer**
- **Buildings Operation Manager**
- **Instructor for Revert Classes**

**Target Corporation, Levittown - *Cashier/ Trainer***

**MONTH 2003 - MONTH 2005**

- **Top Cashier.**
- **Trainer**

**EDUCATION**

**Roosevelt Jr & Sr High School, Roosevelt, NY - *Business***

**Graduate Class 1985**

**Business Classes, Accounting and I worked at the school in the job program for youth.**

**Suburban Technical School, Hempstead, NY - *Executive Secretary***

**Graduate 1990**

**Business Classes, Accounting, Typing, English, Math, Computer Programming.**

**AWARDS**

**CPE Class present - Kings County Hospital - Pastor Owen Williams - St Mark Missionary Baptist Church. (5 Units)**

**PEDIATRIC & ADULT CPR AED FIRST AID CERTIFIED 2017**

**NYSCF CHAPLAIN CERTIFICATE 2014**

**ICS- 100 - FEMA**

**Basic Instructor Certificate**

**Disaster 101 Certificate**

**Disaster Cycle Services Step 1 program Certificate**

**Food Safety Certificate**

**Feeding Fundamental Certificate**

**NY City Commission on Human Rights Certificate**

---

**NYSCTF Instructor Certificate 2016**

**Active Shooter Completed 2016**

**Certificate of Merit SOS Crown Heights 2014**

**Certificate of Appreciation ICNA Relief 2014**

**Fundamental Principles of the American Red Cross 2017**

**Other Achievements Upon Request From Red Cross Greater NY**

**Team Fearless Hip Hop Honors 2015 for My contribution to Hip Hop being the  
1st Female MC from Long Island.**

*There is more to me than Poetry!*

*I Dare to Care!*



**American Red Cross**

## *Certificate of Appreciation*

*Presented to*

**Jamillah Abdul-Kareem**

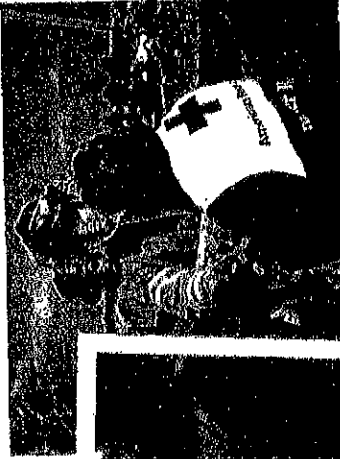
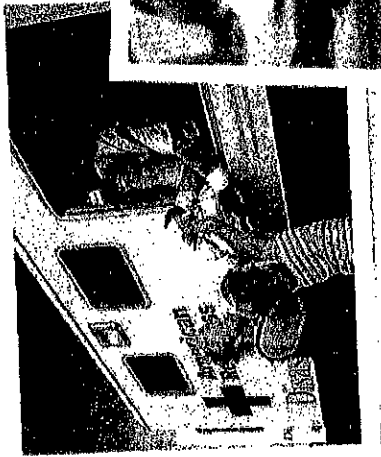
*In grateful appreciation for your tireless service to those  
affected by disasters.*

**117-2017**

**Hurricane Matthew 10/16 North Carolina**

*Director - Operations Management*

**Rick Schou and Virginia Mewborn**



## You Make A Difference Jamillah Abdul-Kareem

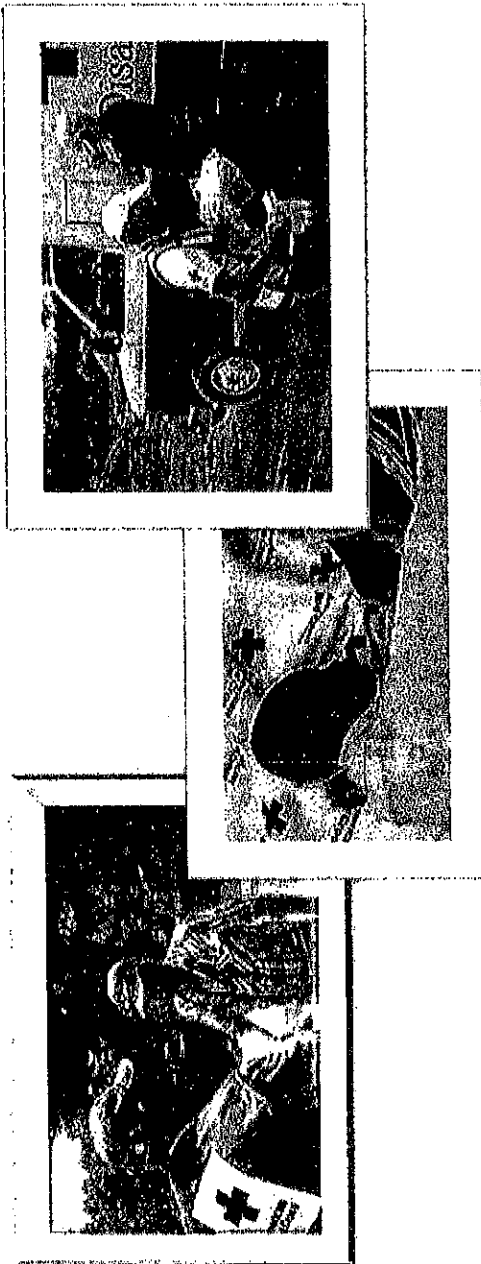
*Thank you for your dedication and service to  
bring comfort and hope to those devastated by disaster*



119-2017 Hurricane Matthew 10/16 Georgia

Disaster Relief Operations Director

Christopher Baker



## You Make A Difference Jamillah Abdul-Kareem

*Thank you for your dedication and service to  
bring comfort and hope to those devastated by disaster*



063-2017 Louisiana 8/16 Flood

Disaster Relief Operations Director

David M. Gutierrez

# NEW YORK STATE CHAPLAIN TASK FORCE STATE OF NEW YORK

ON THE RECOMMENDATION OF THE DIRECTORATE  
AND BY VIRTUE OF THE AUTHORITY VESTED IN THEM  
THE TRUSTEES OF THE ORGANIZATION HAVE CONFERRED ON

JAMILLAH ABDUL-KAREEM

THE MINISTERIAL TITLE OF  
CHAPLAIN

AND HAVE GRANTED THIS CERTIFICATE AS EVIDENCE THEREOF  
GIVEN IN THE CITY OF NEW YORK IN THE STATE OF NEW YORK  
IN THE UNITED STATES OF AMERICA

THIS 20th DAY OF DECEMBER IN THE YEAR OF OUR LORD 2014

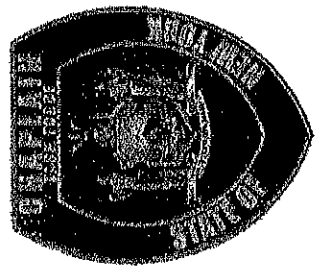


*M. G. M. L.*

President / Commanding Officer

*Gregorio Valles*

Trustee



*Paul de Vries*

Trustee

*Daniel Delgado*

Trustee

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JAMILLAH ABDUL KAREEM**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**


**Introduction to Incident Command System**

**ICS-100**

*Issued this 19th Day of December, 2014*



0.3 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JAMILLAH A KAREEM**

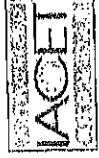
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**


**National Incident Management System (NIMS)**

**An Introduction**

*Issued this 23rd Day of May, 2017*



0.3 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute





## **Jamillah Abdul-Kareem**

has successfully completed requirements for

Adult and Pediatric First Aid/CPR/AED: valid 2 Years

**Date Completed: 04/25/2017**  
conducted by: American Red Cross  
Instructor: Arthur I Weinberg



ID: 0ZW90E  
Scan code or visit:  
[redcross.org/confirm](http://redcross.org/confirm)

# Certificate of Appreciation

This certificate is awarded to

**JAMILLAH KAREEM**

IN RECOGNITION OF YOUR DEDICATION AND COMMITMENT TO COMMUNITY SERVICES  
BY VOLUNTEERING WITH ICNA RELIEF USA



5/5/2014  
Date  
5/5/2014  
Date

Signature  
Signature

**ICNA RELIEF**  
Disaster Response Services  
USA

# *St. Mark Missionary Baptist Church*

138-59 Lloyd Road, Jamaica, NY 11435 \* Church Office: (718) 523-3747

Rev. Owen E. Williams  
Pastor

Deacon Board Chair  
Dea. Clifton Leonard  
Dea. Woodrow Reed

Church Secretary  
Sister Patricia Reid

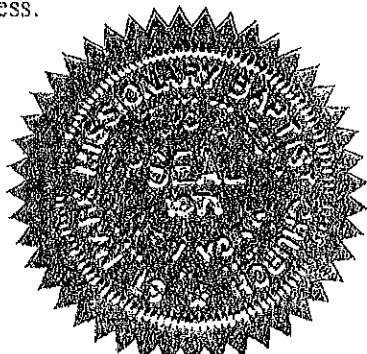
To: The American Red Cross

Re: Chaplain Jamillah Abdul-Kareem

To Whom It May Concern, I am writing this character reference and recommendation letter on behalf of the above named colleague and friend of mine. My name is pastor Owen Williams, I am in my 12<sup>th</sup> year of pastoring the St. Mark Missionary Baptist Church, I am also the vice-president of the board of directors for the Queens Federation of Churches, the vice-president of the NYPD 103<sup>rd</sup> precinct community council and the director of pastoral care services for the New York City H + H Kings County Hospital.

I have had the pleasure to know and work with chaplain Abdul-Kareem in a variety of settings and observe her passion for pastoral care towards all of God's children. In the educational environment she is a nurturer focused on growing young closed minds towards ecumenical service, in the field her compassion for people in crisis manifest itself in her ability to liberate women and men from emotional and spiritual bondage.

Her profession as a chaplain has become her life as she incorporates her knowledge of Clinical Pastoral Education (CPE) on a daily basis. The Apostle Paul said to the church in Thessalonica "so we cared for you. Because we loved you so much, we were delighted to share with you not only the gospel of God but our lives as well." This scripture sums up my friends commitment to her call as a chaplain and helping people. I believe Jamillah would be a great asset to any organization, because she brings a humble spirit, committed mature attitude, and a belief in team. God Bless.



In His Service

Pastor Owen Williams

# NEW YORK STATE CHAPLAIN TASK FORCE

## A DIVISION OF NEW YORK CHAPLAINCY SERVICES

JAMILLAH ABDUL-KAREEM

HAS MET ALL THE REQUIREMENTS ESTABLISHED BY THIS ORGANIZATION AND IS HEREBY AUTHORIZED TO SERVE AS AN INSTRUCTOR AT ANY OF OUR CHURCH TRAINING CENTERS

GIVEN THIS 23rd DAY OF APRIL IN THE YEAR OF OUR RECORD 2016

CERTIFIED: 04-23-16

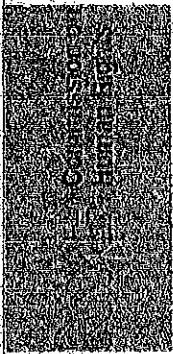


*[Signature]*

President / Commanding Officer

*[Signature]*

Executive Secretary



# CERTIFICATE OF COMPLETION

The New York City Commission on Human Rights

Presents this certificate to

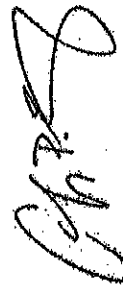
**Chaplain Jamillah Abdul-Kareem**

*For successful completion of a training course in the Human Rights Law 101 and  
a commitment to defending the Human Rights for all as a part of the*

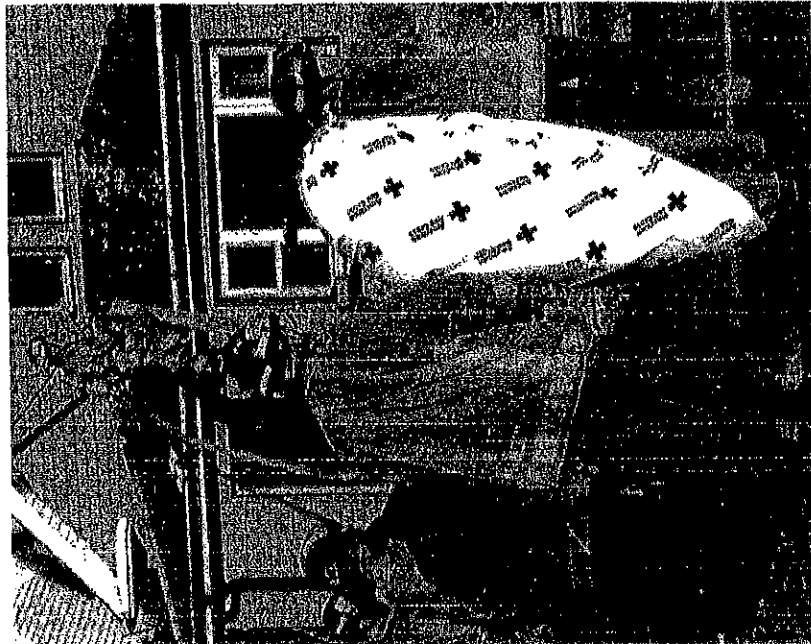
NEW YORK STATE CHAPLAIN TASK FORCE

July 23, 2016

  
Facilitator Rev. Joseph J. Jones



Carmel P. Malais, Commissioner/Chair



  
Jamillah Abdul  
Kareem

has connected to our shared humanitarian mission

through completion of the

Disaster Cycle Services Step1 Program


New York State Chaplain Task Force  
Brooklyn, NY | New Hyde Park, NY

March 22, 2016

*Congratulations*



Kelly R McKinney  
Regional Disaster Officer



Daniel Delgado  
Disaster Program Manager


# Certificate of Merit

The Crown Heights Community Mediation Center hereby  
presents this certificate of merit, in recognition of

## Jamillah Kareem

For demonstrating outstanding commitment to the health,  
safety and well-being of our community as a volunteer.

Signed,

  
Allen James, S.O.S. Program Manager

Kira Cohen, Volunteer Coordinator

07-23-14

Date

CROWN

HEIGHTS

COMMUNITY

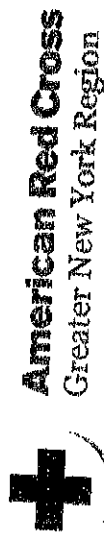
MEDIATION

CENTER

SAVE OUR STREETS

S.O.S.

CROWN HEIGHTS



# Certificate of Appreciation

Emerging Leadership Award Nominee

Jamillah Abdul-Kareem

For your efforts to help those in need- down the street, across the county, and around the world. Your compassion, service, and generosity capture the humanitarian spirit of the American Red Cross.

Thank you for being a volunteer and for all you have done.

A handwritten signature in black ink, appearing to read "Jose Dominguez", written over a horizontal line.

Jose Dominguez  
Chief Volunteer Services Officer  
Greater New York Region



# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE

12/13/2017

PRODUCER

**DIVERSIFIED COVERAGE ASSET PLANNING INC.**  
33 Main St  
Hempstead, NY 11550

(516) 538-3227

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED

**TA HA MASJID INC.**INSURER A: **ACE PROPERTY & CASUALTY INS.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HLYNYF113142114	12/13/2017	12/13/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
	FIRE DAMAGE (Any one fire) \$ <b>50,000</b>				
	MED EXP (Any one person) \$ <b>5,000</b>				
	PERSONAL & ADV INJURY \$ <b>1,000,000</b>				
					GENERAL AGGREGATE \$ <b>2,000,000</b>
					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**County of Nassau is included as additional insured.**

CERTIFICATE HOLDER

☒ ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

**NASSAU COUNTY DEPT. OF CORRECTIONS**  
100 CARMAN AVENUE  
EAST MEADOW, NY 11554

(516) 572-3616

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


ACORD 25-S (7/97)

© ACORD CORPORATION 1988

COUNTY OF NASSAU

*Inter-Departmental Memo*

**To:** Robert Cleary  
Director of Procurement Compliance  
Office of Purchasing

**From:** Narda Hall   
Sheriff/Correction Center

**Date:** February 1, 2018

**Subject:** Contracts

The contract for the Taja Masjid is to provide religious services and counseling to the inmate population at the Nassau County Correction Center.

NY State Commission of Correction mandates that all inmates have the right to hold any religious belief and requires that the facility permit advisors to conduct congregated activities at least once per week.

The contract period is January through December 2018 with a budget impact of Eight Thousand Four Hundred Dollars (\$8400).

The process began in November of 2017. Incomplete and/or missing documentation from principle individuals followed by the untimely receipt of information has resulted in processing delays.

Due to the nature of services provided it is necessary for the Department to have ongoing worship for the inmates.





E-76-18

**NIFS ID:**CQAT18000007      **Department:** County Attorney**Capital:**

SERVICE: Outside counsel

Contract ID #:CQAT18000007      NIFS Entry Date: 16-MAY-18      Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Sokoloff Stern LLP	Vendor ID#: 263392230
Address: 179 Westbury Avenue Carle Place, New York 11514	Contact Person: Adam Kleinberg
	Phone: (516) 334-4500 x 109

<b>Department:</b>	
Contact Name: Daniel Gregware	
Address: 1 West Street Mineola, New York 11501	
Phone: (516) 571-1675	

**Routing Slip**

Department	NIFS Entry: X	18-MAY-18 -- DGREGWARE
Department	NIFS Approval: X	18-MAY-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-JUN-18 -- APERSICH
OMB	NIFS Approval: X	25-MAY-18 -- JDEVITO1
County Atty.	Insurance Verification: X	18-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	18-MAY-18 -- DMCDERMOTT
Dep. CE	Approval: X	18-JUN-18 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	12-JUN-18 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> New outside counsel contract for the firm, Sokoloff Stern LLP, to represent Correction Officer Antonio Cuevas in the following case: Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers, Index No. CV17-1776.
<b>Method of Procurement:</b> A Request for Qualifications ("RFQ") was issued and a panel of firms (Panel) qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney's Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney's Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.
<b>Procurement History:</b> New contract. See method of procurement above.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$165,000.00 contract max amount with \$85,000.00 initial encumbrance.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	AT	Revenue			ATGEN1100/DE502	\$ 85,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE502	County	\$ 85,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 85,000.00</b>		<b>TOTAL</b>	<b>\$ 85,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Contract ID	Date	Amount

RULES RESOLUTION NO.            – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY AND SOKOLOFF & STERN LLP

WHEREAS, the County has negotiated a personal services agreement  
with Sokoloff & Stern LLP to provide legal services for the County, a copy  
of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Sokoloff & Stern LLP.

2018 JUN 12 5 12:20  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Sokoloff Stern LLP (CQAT18000007)

**CONTRACTOR ADDRESS:** 179 Westbury Avenue, Carle Place, New York 11514

**FEDERAL TAX ID #:** 263392230

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☒ 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. A Request for Qualifications ("RFQ") was issued and a panel of firms ("Panel") qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney's Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney's Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons**



for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 01/18

**Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Sokoloff Stern LLP

Dated: May 10, 2018

Signed: [Signature]

Print Name: Adam I. Kleinberg

Title: Partner

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

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3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

NONE

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I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: May 10, 2018

Signed:



Print Name:

Adam I. Kleinberg

Title:

Partner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven C. Stern  
Date of birth 04 / 22 / 1969  
Home address 18 Gregory Court  
City/state/zip East Northport, NY 11731  
Business address 179 Westbury Avenue  
City/state/zip Carle Place, NY 11514  
Telephone (516) 334-4500  
Other present address(es) none  
City/state/zip none  
Telephone none  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 11 / 13 / 2008  
Vice President      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES x NO      If Yes, provide details. *Please see attached addendum*
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO     ;  
If Yes, provide details. *Please see attached addendum*

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO x  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO x If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO x If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO x If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO x If Yes, provide details for each such conviction.

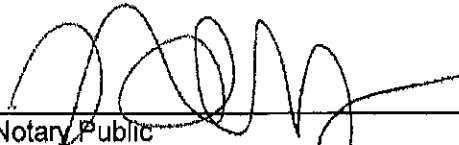
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO x If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven C. Stern, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

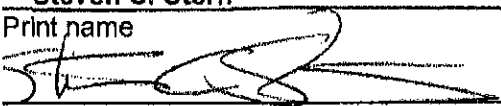
Sworn to before me this 10<sup>th</sup> day of May 2018

  
\_\_\_\_\_  
Notary Public

NICOLE BIUSO  
Notary Public, State of New York  
Registration No. 01B16266266  
Qualified in Nassau County  
Commission Expires 7/23/2020

Sokoloff Stern LLP  
\_\_\_\_\_  
Name of submitting business

Steven C. Stern  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Partner  
\_\_\_\_\_  
Title

05 / 10 / 2018  
\_\_\_\_\_  
Date

## **ADDENDUM**

Principal Questionnaire Form: Steven C. Stern

3) Do you have an equity interest in the business submitting the questionnaire?

*Yes – 50%*

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 – Principal owner of 179 Westbury Ave., LLC.*

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Brian S. Sokoloff  
Date of birth 11 / 3 / 1959  
Home address 69-35 Bell Blvd.  
City/state/zip Bayside, NY 11364  
Business address 179 Westbury Avenue  
City/state/zip Carle Place, NY 11514  
Telephone (516) 334-4500  
Other present address(es) none  
City/state/zip none  
Telephone none  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 11 / 13 / 2008  
Vice President      /      /           /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES x NO      If Yes, provide details. *Please see attached addendum*
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO     ;  
If Yes, provide details. *Please see attached addendum*

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO x  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_ NO x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO x If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO x If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- a) Is there any felony charge pending against you? YES \_\_\_ NO x If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO x If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO x If Yes, provide details for each such year.



**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, BRIAN S. SOKOLOFF, 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.

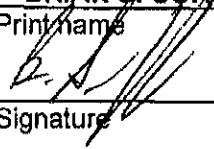
Sworn to before me this      day of May      2018

  
\_\_\_\_\_  
Notary Public

NICOLE BIUSO  
Notary Public, State of New York  
Registration No. 01B16266268  
Qualified In Nassau County  
Commission Expires 7/23/2020

Sokoloff Stern LLP  
\_\_\_\_\_  
Name of submitting business

BRIAN S. SOKOLOFF  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Partner  
\_\_\_\_\_  
Title

05 /      / 2018  
\_\_\_\_\_  
Date

## ADDENDUM

Principal Questionnaire Form: Brian S. Sokoloff

3) Do you have an equity interest in the business submitting the questionnaire?

*Yes -- 50%*

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 -- Principal owner of 179 Westbury Ave., LLC.*

## 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 Adam I. Kleinberg  
Date of birth 3/9/74  
Home address 11 Majestic Dr.  
City/state/zip Dix Hills NY 11746  
Business address 179 Westbury Avenue  
City/state/zip Carle Place NY 11514  
Telephone 516 334 4500  
Other present address(es) N/A  
City/state/zip —  
Telephone —  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President —/—/— Treasurer —/—/—  
Chairman of Board —/—/— Shareholder —/—/—  
Chief Exec. Officer —/—/— Secretary —/—/—  
Chief Financial Officer —/—/— Partner —/—/—  
Vice President —/—/—  
(Other) Partner Aug 15 2009
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. I receive a K-1 tax form + am a profits interest partner.
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.  
Partner in S+A Realty LLC. My best friend Steven Beck and I own a condo in Las Vegas that we rent. The LLC manages the condo. Steven is not an attorney.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Adam Kleinberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of June 2018

Jill Auker  
Notary Public

GIL AUSLANDER  
Notary Public, State of New York  
Qualified in Nassau County  
No. 02AU6283765  
Commission Expires on June 17, 2021

Sokoloff Stern LLP  
Name of submitting business

Adam Kleinberg  
Print name

ASD  
Signature

Partner  
Title

6/11/18  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: May 10, 2018

1) Proposer's Legal Name: Sokoloff Stern LLP

2) Address of Place of Business: 179 Westbury Avenue, Carle Place, NY 11514

List all other business addresses used within last five years:  
none

3) Mailing Address (if different): \_\_\_\_\_

Phone : (516) 334-4500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 26-3392236

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship X Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_\_ No X If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No X If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
We conduct a thorough conflict check with each new matter utilizing conflict check software to confirm no conflicts of interest exist.

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. *Please see attached addendum*

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. *Please see attached addendum*

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *Please see attached addendum*

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Putnam County

E. Contact Person Jennifer Bumgarner, County Attorney

F. Address 48 Gleneida Avenue

City/State Carmel, New York 11512

Telephone (845) 808-1150 ext. 49406

Fax # (845) 225-3841

E-Mail Address jennifer.bumgarner@putnamcountyny.gov

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Company New York Municipal Insurance Company (NYMIR)

Contact Person Leonard Rosenbaum

Address 333 Earle Ovington Blvd., Suite 505

City/State Uniondale, NY 11563

Telephone (516) 705-9375

Fax # (516) 227-2352

E-Mail Address lrosenbaum@wrightinsurance.com

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Company Housing Authority Risk Retention Group (HARRG)

Contact Person Laura Franco

Address 189 Commerce Court

City/State Cheshire, CT 06410

Telephone (203) 272-8220 ext 272

Fax # none

E-Mail Address lfranco@housingcenter.com

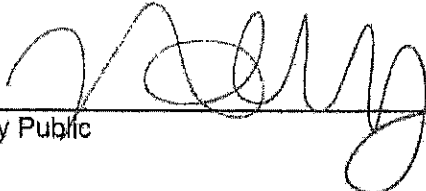
**CERTIFICATION**

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I, Adam I. Kleinberg, 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 10th day of May

2018

  
\_\_\_\_\_  
Notary Public

NICOLE BIUSO  
Notary Public, State of New York  
Registration No. 01B16266266  
Qualified In Nassau County  
Commission Expires 7/23/2020

Name of submitting business: Sokoloff Stern LLP

By: Adam I. Kleinberg  
Print name

  
\_\_\_\_\_  
Signature

Partner  
Title

05 / 10 / 2018  
Date

## ADDENDUM

### 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 result of these experiences must be identified.

*Please see attached firm resume.*

- i. Date of Formation;  
*November 13, 2008*
- ii. Name, addresses and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  1. Brian S. Sokoloff: Founding Partner, 69-35 Bell Blvd., Bayside NY 11364
  2. Steven C. Stern: Founding Partner, 18 Gregory Street, E. Northport, NY 11731
  3. Adam I. Kleinberg, Partner: 11 Majestic Court, Dix Hills NY 11746
- iii. Name, address, and position of all officers and directors of the company;
  1. Brian S. Sokoloff: Founding Partner, 69-35 Bell Blvd., Bayside NY 11364
  2. Steven C. Stern: Founding Partner, 18 Gregory Street, E. Northport, NY 11731
  3. Adam I. Kleinberg, Partner: 11 Majestic Court, Dix Hills NY 11746
- iv. State of incorporation;  
*New York*
- v. The number of employees in the firm  
*22*
- vi. Annual revenue of firm;  
*\$4,000,000.00*
- vii. Summary of relevant accomplishments  
*Please see attached firm resume.*
- viii. Copies of all state and local licenses and permits  
*None to include at this time.*

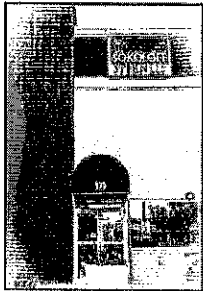
- B. Include number of years in Business  
*Ten years.*

- C. Provide any other information which will be appropriate and helpful in determining the proposer's capacity and reliability to perform these services.  
*Please see attached firm resume.*



## **SOKOLOFF STERN LLP**

### **New York Defense Attorneys**



Sokoloff Stern LLP is a well-respected New York law firm recognized by national media outlets for its role in high profile cases, including those involving sensitive employment, civil rights, and police liability matters.

Since its founding in 2008, the firm has accumulated nearly 200 published decisions.

Sokoloff Stern LLP works closely with clients from the early stages of a case to establish an assertive strategy in pursuit of dismissal. The firm has a stellar track record of winning the majority of its cases by motion, and a team of trial attorneys with a proven record of success.

The attorneys at Sokoloff Stern LLP are well known among New York's judiciary and plaintiffs' bar. The firm's reputation and experience signals to opposing counsel they need to prepare for a challenge. Sokoloff Stern LLP does not back down when defending a client's rights or minimizing an insured's liability.

Sokoloff Stern LLP concentrates in the following practice areas:

- Municipal (civil rights, land use, police, etc.)
- Premises
- Automobile
- Employment practices
- Commercial general liability
- Homeowners

### **Rapid Responses Result in Client Loyalty**

Client satisfaction is an important ingredient in the firm's growth. Many insureds ask their insurance companies to assign Sokoloff Stern LLP on litigation after working with the firm. Some clients request that their insurers incorporate Sokoloff Stern LLP as assigned counsel into an original or renewal insurance policy. Insureds frequently retain Sokoloff Stern LLP to handle uninsured claims.

Sokoloff Stern LLP attorneys are readily available via phone, email, and text to answer client questions, day or night. When handling claims, the firm works with clients to avoid repetitive or derivative claims, such as retaliation claims deriving from employment discrimination or copycat claims.

### **Committed to Litigation Avoidance**

The attorneys at Sokoloff Stern LLP speak regularly on litigation avoidance topics. From in-house insurance client seminars to lectures before the New York Conference of Mayors or the Claims & Litigation Management Alliance (CLM), the firm shares its insight on how to prevent and defend employment, civil rights, and other claims.

### **Experienced Panel Counsel with a Reputation for Cost Effectiveness**

Sokoloff Stern LLP is known among its clients for providing cost-effective claims resolution strategies. To minimize client legal expenses, the firm maintains a collaborative team of attorneys with a range of experience levels. Sokoloff Stern LLP welcomes the opportunity to discuss new panel counsel opportunities in New York.

179 WESTBURY AVENUE | CARLE PLACE, NY 11514

516-334-4500 | [WWW.SOKOLOFFSTERN.COM](http://WWW.SOKOLOFFSTERN.COM) | ATTORNEY ADVERTISEMENT

## AREAS OF PRACTICE

### Employment Practices Liability

Sokoloff Stern LLP defends New York employers in state and federal courts on a range of employment matters, including:

- Age Discrimination in Employment Act (ADEA)
- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Family and Medical Leave Act (FMLA)
- Title VII of the Civil Rights Act
- The New York State Human Rights Law
- The New York City Human Rights Law

The firm has extensive experience handling employment matters in the public and private sector on Long Island and other parts of New York. Sokoloff Stern LLP moves quickly to defend employers against allegations of discrimination, bullying, harassment, and wrongful termination. The firm also assists clients with disputes surrounding covenants not to compete.

The firm represents employers in administrative proceedings involving allegations of discrimination or wage and hour labor violations before the New York State Department of Labor, the U.S. Equal Employment Opportunity Commission (EEOC), the New York State Division of Human Rights, and other regulatory agencies at all levels of government.

Litigation avoidance is a priority for Sokoloff Stern LLP. The firm routinely advises clients on employment law issues, including employment agreements, harassment, discrimination, wage and hour matters, personnel policies, and independent contractor issues.

#### Representative Employment Law Cases\*

In *Flieger v. Eastern Suffolk BOCES*, Sokoloff Stern LLP obtained summary judgment on all disability discrimination claims asserted by a former teaching assistant. (June 2016)

The firm obtained three defense verdicts for the Malverne School District in companion federal employment discrimination cases. (December 2016)

### Premises Liability

When a person claims to be the victim of a slip and fall accident on the premises of a retailer, restaurant, hotel, or other public facility, the firm investigates quickly. Using photography, video, security cameras, safety experts, and medical professionals, the firm quickly amasses evidence needed to defend the claim.

If an injury involves alcohol use, Sokoloff Stern LLP has experience with liquor liability issues and dram shop laws.

### Auto Liability

Sokoloff Stern LLP is experienced in defending insurers, municipalities, and others in auto liability cases involving personal injury, property damage, and uninsured motorist claims.

#### Representative Auto Liability Case\*

In *Guevara v. City of Glen Cove*, Sokoloff Stern LLP obtained summary judgment for the City of Glen Cove and its ambulance driver in a personal injury case arising from the operation of an emergency vehicle. (December 2015)

### Commercial General Liability

Sokoloff Stern LLP defends businesses, their owners, and their insurers against claims involving bodily injury, property damage, advertising injury, and other business torts. If an insured's employee or agent causes an accident with injuries or property damage while performing work-related tasks, the firm investigates, documents the underlying circumstances, and defends the claim.

#### Representative CGL Case\*

In *Richardson v. Hempstead Housing Authority*, Sokoloff Stern LLP obtained summary judgment for a public housing authority in a personal injury action brought after a maintenance employee struck a resident with a garbage cart. (August 2016)

## Property Damage Claims

Hurricanes Irene and Sandy, which struck New York in 2011 and 2012, respectively, gave the attorneys at Sokoloff Stern LLP hands-on experience handling residential or commercial property damage claims involving flood, wind, rain, hail, sewer, and other damages.

### Representative Property Damage Case\*

In *Tully v. City of Glen Cove*, Sokoloff Stern LLP secured summary judgment dismissal at the appellate level where plaintiff claimed the city's negligent design, installation, and maintenance of its drainage system caused significant flood damage to his property.

*\* DISCLAIMER: Every case is different and depends on its own unique facts. Results may vary.*

## Municipal Liability

Sokoloff Stern LLP has deep knowledge of the New York municipal sector, representing municipalities and other public entities throughout the State of New York. The firm routinely defends government entities in a range of matters, including employment, civil rights, false arrest, use of force, free speech, due process, and equal protection matters.

## Commercial Litigation

In addition to the practice areas listed above, the firm also handles cases involving:

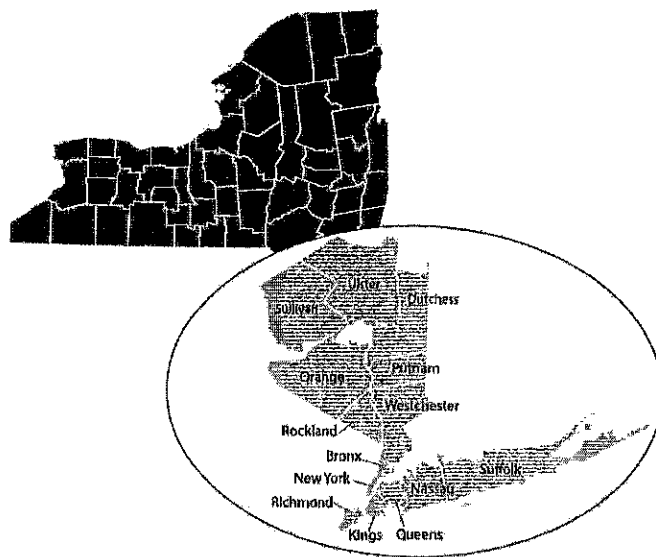
- Business torts
- Construction litigation
- Insurance coverage

Mediation and arbitration are available when the parties wish to resolve their differences outside of court.

## Geographic Areas of Coverage

Sokoloff Stern LLP provides legal services in the following New York counties.

- Bronx
- Dutchess
- Kings
- Nassau
- New York
- Orange
- Putnam
- Queens
- Richmond
- Rockland
- Suffolk
- Sullivan
- Ulster
- Westchester







Brian S. Sokoloff  
Partner

Brian Sokoloff defends municipalities, schools, private businesses, and insurers in employment discrimination, police misconduct, municipal land use, and other civil rights cases, such as claims brought under the First Amendment's speech and religion clauses.

Mr. Sokoloff served as an Assistant Corporation Counsel in the General Litigation Division of the New York City Law Department from 1986 to 1989. He represented New York City, its agencies, and employees in their role as employer and service provider. He litigated many cases involving discrimination, police misconduct, and election law issues.

He has successfully tried complex, lengthy, and politically sensitive federal civil rights cases, often with a focus on constitutional issues. He has obtained over a dozen jury trial verdicts in his favor.

In 2012, the authoritative SCOTUS blog named Mr. Sokoloff's Supreme Court certiorari petition in *Byrne v. Jackler* its "Cert. Petition of the Day."

Mr. Sokoloff speaks on employment discrimination and civil rights, including before the New York State Association of Towns, the New York State Conference of Mayors, and New York State Chiefs of Police.

#### **Representative Career Cases**

*LeBlanc-Sternberg v. Fletcher*, 846 F. Supp. 294 (S.D.N.Y. 1994). Orthodox Jews and the U.S. Department of Justice challenged to the formation of the Village of Airmont in Rockland County.

*DLC v. Town of Hyde Park*, 163 F.3d 124 (2d Cir. 1998). A developer claimed the Town rezoned land to scuttle a proposed Walmart shopping center across from the FDR home and library.

*Sattler v. New York City Commission on Human Rights*, 147 Misc.2d 189, 554 N.Y.S.2d 763 (Sup. Ct. Westchester Co.), aff'd 180 A.D.2d 644, 580 N.Y.S.2d 35 (2nd Dep't 1990). Defense of the Human Rights Commission in its ruling that a dental office could not refuse to treat an HIV patient.

*Schaefer v. Hicksville Union Free School Dist.*, 2011 WL 1322903 (E.D.N.Y. 2011) Parent of severely autistic student asserted statutory and constitutional claims against school district for use of "time out room" during incidents when student was noncompliant. The U.S. District Court granted summary judgment to defendants.

#### **Education**

J.D., *cum laude*, Brooklyn Law School, Brooklyn, NY, 1986

B.A., Political Science, City University of New York, Baruch College, New York, NY, 1982

#### **Admissions**

New York, 1987

U.S. District Court, Southern, Eastern, Northern and Western Districts of New York

U.S. Court of Appeals, Second Circuit

United States Supreme Court

#### **Other Activities**

President, Bell Park Gardens (800-home housing co-op)



Steven C. Stern  
Partner

Steven Stern, a founding partner of Sokoloff Stern LLP, is a prominent federal litigator, who represents hundreds of municipalities, school districts, public authorities, and public officials throughout the State of New York.

Mr. Stern concentrates his practice in the defense of civil rights, employment discrimination, police liability, free speech and religion, land use, municipal, and education matters. He also defends the interests of private clients in complex commercial matters and advises companies on best practices in the employment context.

Mr. Stern began his career in private practice, litigating general liability, employment, malpractice, and commercial disputes before joining the New York City Law Department's Special Federal Litigation Division. As Assistant Corporation Counsel, he handled some of the City's most high profile federal civil rights and employment cases.

After promotion to senior counsel, he became a supervisor overseeing a team of attorneys, each handling a substantial caseload of civil rights cases, primarily for the NYPD and NYC Department of Correction. Mr. Stern was also one of the City's recruiters and continuing legal education instructors. He taught courses on conducting effective depositions and ethical issues in the representation of municipal officials and employees.

Mr. Stern continues to lecture in the areas of federal practice, civil rights, and municipal liability to attorneys, insurance companies, police departments, and school districts. He is often asked to speak before the Nassau and Suffolk County Bar Associations, the Federal Bar Council, and at Stony Brook University.

#### **Awards and Recognition**

AV® Preeminent Peer Review Rated by Martindale-Hubbell  
Super Lawyers

#### **Education**

J.D., Brooklyn Law School, Brooklyn, NY, 1995  
B.A., *with honors*, Philosophy; Law & Society,  
State University of New York at Binghamton, Binghamton, NY, 1992

#### **Admissions**

New York, 1996  
U.S. District Court, Southern, Eastern, and Northern Districts of New York  
U.S. District Court, District of New Jersey  
U.S. Court of Appeals, Second Circuit  
United States Supreme Court



Adam I. Kleinberg  
Partner

Adam Kleinberg serves as defense counsel to municipalities, school districts, police departments, public housing authorities, and private corporations in employment, civil rights, contract, and tort matters throughout New York State.

He regularly defends claims brought under the United States Constitution, the New York State Human Rights Law, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. He also handles complex land use and zoning matters, has assisted in the revision of a county correctional facility handbook, and has served as a special prosecutor regarding the violation of municipal regulations.

Mr. Kleinberg's appellate victories have been featured on the front page of the *New York Law Journal*. He is a frequent guest speaker at insurance seminars for claims professionals and defense attorneys, and has been a featured presenter at his *alma mater*, Touro Law School.

He serves as general and litigation counsel to private companies in the construction, manufacturing, restaurant, supermarket, and security industries; he handles contract matters, labor issues, and administrative hearings. He has helped clients successfully resolve underpayment investigations, prosecute and defend commercial litigation matters, and represent them in corporate transactions.

Mr. Kleinberg has extensive experience defending errors and omissions claims, including complex malpractice claims brought against insurance brokers, designers, real estate brokers, property managers, and property associations. Mr. Kleinberg is also an experienced insurance coverage litigator, representing insurers nationally in declaratory judgment actions seeking to enforce coverage defenses.

#### **Memberships**

Half Hollow Hills Central School District, Board of Education

#### **Education**

J.D., Touro Law School, Long Island, NY, 1999

Notes & Comments Editor, *Touro Law Review*

B.A., Communication, State University of New York at Albany, Albany, NY, 1996

#### **Admissions**

New York, 2000

U.S. District Court, Eastern, Southern, and Northern Districts of New York

U.S. Court of Appeals, Second Circuit

United States Supreme Court



Kiera J. Meehan  
Partner

Kiera Meehan focuses her practice in all areas of civil litigation, including premises liability, motor vehicle liability, property damage, roadway design, drainage design, wrongful death, defamation, and negligent supervision of students. She also defends civil rights cases involving claims of false arrest, malicious prosecution, employment discrimination, and violations of free speech. She is a seasoned litigator, who appears frequently in the New York State appellate courts.

**Publications**

"Installation of Internet Filters in Public Libraries: Protection of Children and Staff vs. The First Amendment," Note, Boston University *Public Interest Law Journal*, Vol. 12, Spring/Summer 2003.

**Education**

J.D., Boston University, Boston, MA, 2003

M.S., Mass Communications, Boston University, Boston, MA, 2003

B.A., *cum laude*, Journalism, University of Massachusetts, Amherst, MA 1999

**Admissions**

New York, 2004

U.S. District Court for the Southern and Eastern Districts of New York

U.S. Court of Appeals, Second Circuit



Leo Dorfman  
Partner

Leo Dorfman represents municipal and private clients in a wide range of state and federal civil rights and employment cases. He defends clients against claims of employment discrimination, defamation, excessive force, false arrest and malicious prosecution, freedom of speech and religion, zoning, land use discrimination, and unconstitutional takings.

Mr. Dorfman has extensive experience litigating in state and federal courts and is often able to resolve disputes through pretrial motion practice. He has obtained many favorable results through mediation or settlement. When early resolution is not possible, he defends claims at trial.

Earlier in his career, Mr. Dorfman worked part time with the Executive Bureau and Civil Rights Division of the New York State Attorney General's Office and at the Equal Employment Opportunity Commission (EEOC).

**Education**

J.D., *cum laude*, Brooklyn Law School, Brooklyn, NY, 2008

B.A., Philosophy, Brandeis University, Waltham, MA, 2004

**Admissions**

New York, 2009

New Jersey, 2008

U.S. District Court for the Southern and Eastern Districts of New York

U.S. District Court, District of New Jersey



Mark A. Radi  
Partner

Mark Radi focuses on federal court litigation. He defends civil rights actions in various contexts, including land use, housing discrimination, employment discrimination, students' rights, First Amendment retaliation, civil RICO actions, and claims against law enforcement officers and agencies. He also defends clients in state court against discrimination, personal injury, land use, and property damage claims.

Mr. Radi has represented clients around the country, won numerous dispositive motions in federal and state court, successfully represented clients at trial, and successfully argued appeals before the U.S. Court of Appeals and the New York State Appellate Division.

He helped obtain an order from the Appellate Division requiring New York State to inscribe the name of a deceased local firefighter on the State's Fallen Firefighters Memorial after the State refused to do so for several years.

Earlier in his career, Mr. Radi interned for Justice Feinman in the Supreme Court of the State of New York, County of New York; the Appellate Division, Second Department; and Judge Platt in the U.S. District Court for the Eastern District of New York.

#### **Education**

J.D., *cum laude*, Corporate and Constitutional Law,  
Hofstra University School of Law, Hempstead, NY, 2008  
Associate Editor, *Hofstra Law Review*  
Member, Moot Court Association  
M.B.A., Hofstra University, Hempstead, NY, 2009  
B.A., Business, Western New England College, Springfield, MA, 2002

#### **Admissions**

New York, 2009  
U.S. District Court for the Southern and Eastern Districts of New York  
U.S. Court of Appeals, Second Circuit  
United States Supreme Court



Melissa L. Holtzer  
*Associate*

Melissa Holtzer represents municipalities and school districts in general liability, employment, and civil rights litigation before administrative tribunals such as the EEOC, the New York State Division of Human Rights, the U.S. Department of Education, and the New York State Department of Labor. She has a strong trial and appellate record in federal and state courts.

Ms. Holtzer also serves as special counsel to employers, conducting internal investigations into complaints of discrimination and counseling clients regarding employment issues. She began her legal career representing individuals in employment discrimination litigation and other employment-related disputes.

Ms. Holtzer serves as a mock judge for the American Bar Association's annual National Appellate Advocacy Competition and judges law student competitions held at Hofstra University School of Law and St. John's University School of Law.

**Education**

J.D., Hofstra University School of Law, Hempstead, NY, 2005

B.A., Political Science, State University of New York at Binghamton, Binghamton, NY, 2002

**Admissions**

New York, 2006

U.S. District Court, Southern and Eastern Districts of New York

U.S. Court of Appeals, Second Circuit



David A. Gold  
*Associate*

David Gold defends municipalities, school districts, and police departments in civil rights and employment discrimination cases. He also defends private companies against wage and labor law claims. He assists private clients with corporate formations and consults on contract matters, non-solicitation agreements, and litigation.

Before joining the firm, Mr. Gold worked as an intern with the New York State Office of the Attorney General. He served as a judicial intern in both federal and state court, interning with the Honorable Judge Raymond J. Dearie, the former Chief Judge of the U.S. District Court for the Eastern District of New York, and with the Honorable Gary Knobel in the Nassau County District Court.

**Education**

J.D., Brooklyn Law School, Brooklyn, NY, 2011

Member, Moot Court Honor Society

Member, National Trial Advocacy Team

Member, National Order of Barristers

B.A., *cum laude*, History and Political Science, University of Pittsburgh, Pittsburgh, PA, 2007

**Admissions**

New York, 2012

New Jersey, 2011

U.S. District Court, Southern and Eastern Districts of New York



Kaitlyn R. McKenna  
Associate

Kaitlyn McKenna focuses her practice on civil rights defense, including police liability and employment matters.

Before joining the firm, Ms. McKenna served as an assistant to Ralph V. Suozzi, Mayor of the City of Glen Cove.

During law school, she interned with the Honorable Arthur D. Spatt, the Special Victims Bureau of the Nassau County District Attorney's Office, and the New York State Attorney General's Office. She also held a public interest fellowship in the Suffolk County Attorney's Office in 2011.

#### **Publications**

Ms. McKenna's Note, "A Global Perspective of Children's Rights: Advocating for U.S.-Citizen Minors after Parental Deportation through Federal Subagency Creation," was published in 2011 in the ABA's *Family Law Quarterly* and the National Assn. of Counsel for Children's Law Manual (45 FAM. L.Q. 397).

#### **Education**

J.D., Hofstra University School of Law, Hempstead, NY, 2012

Executive Research Editor, *Family Court Review*

B.A., *summa cum laude*, Philosophy and Political Science,

Long Island University, Long Island, NY, 2009

President of the Pre-Law Association, Valedictorian

#### **Admissions**

New York, 2013

New Jersey, 2012

U.S. District Court, Southern and Eastern Districts of New York

U.S. District Court, District of New Jersey

U.S. Court of Appeals, Second Circuit



Alexander J.  
Eleftherakis  
Associate

Alex Eleftherakis concentrates his practice in civil rights, land use, employment law, school law, and commercial litigation.

Before joining the firm, Mr. Eleftherakis served as a judicial intern for the Honorable Ramon E. Reyes, Jr., Magistrate Judge for the U.S. District Court for the Eastern District of New York.

#### **Education**

J.D., Brooklyn Law School, Brooklyn, NY, 2015

Associate Managing Editor, *Journal of International Law*

Member, Moot Court Honor Society Appellate Division

Moot Court Honor Society Award Winner

Top 10 Oralist, 2014 Northeast Regional of the Jessup

B.A., Russian and East European Studies, University of Vermont, Burlington, VT, 2009

#### **Admissions**

New York, 2016

Massachusetts, 2015

U.S. District Court, Southern and Eastern Districts of New York



Stuart Diamond  
*Of Counsel*

Stuart Diamond is an experienced litigator in personal injury, property damage, commercial, and insurance coverage matters. He also maintains an active appellate practice, in which he strives to obtain favorable decisions in a wide array of cases for both plaintiffs and defendants.

Earlier in his career Mr. Diamond spent 17 years with two New York area insurance defense firms. During this time, he participated in all phases of litigation defense, including case management, discovery, trials, and appeals. He built his practice in the areas of construction, premises liability, motor vehicle, property damage, and defamation cases.

He obtained a defense judgment in the trial of *City of New York v. Paerdegat Boat & Racquet Club*, a complex trespass and public nuisance action against an insured property owner, and then successfully defended the City's appeals. He also prevailed in trials of personal injury actions against insured defendants, and handled a number of insurance litigation matters.

#### **Memberships and Professional Activities**

New York City Civil Court, Volunteer Arbitrator

New York State Bar Association

Member, Committee on Courts of Appellate Jurisdiction

Lecturer on recent developments in tort litigation

#### **Education**

J.D., Brooklyn Law School, Brooklyn, NY, 1984

B.A., New York University, New York, NY, 1980

#### **Admissions**

New York, 1985

U.S. District Court, Southern and Eastern Districts of New York

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*Super Lawyers is a registered trademark of Thomson Reuters.*



### **Billing Rates**

Sokoloff Stern LLP accepts panel rates as established for the New York market.

### **Electronic Billing**

The firm uses PC Law, a product of LexisNexis, with integration to Time Matters litigation management software. It uses discovery case management software depending on the needs of each case. Sokoloff Stern LLP seeks to achieve a paperless environment, including electronic case filing. It is registered with all third party auditors and experienced in adhering to client litigation guidelines.

### **Ethics and Professional Liability**

The firm does not represent plaintiffs in personal injury matters. Neither the firm nor its attorneys have ever been sued for attorney malpractice.

The firm maintains a professional liability policy through CNA. Insurance coverage is \$3 million / \$3 million.

### **References**

A list of references is available on request.

### **Firm Contact Information**

Steven C. Stern, Esq.  
Sokoloff Stern LLP  
179 Westbury Avenue  
Carle Place, NY 11514  
516-334-4500 Ext. 102  
sstern@sokoloffstern.com

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sokoloff Stern LLP

Address: 179 Westbury Avenue

City, State and Zip Code: Carle Place NY 11514

2. Entity's Vendor Identification Number: 26-3392230

3. Type of Business: Public Corp ☒ Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian S. Sokoloff : 69-35 Bell Blvd., Bayside NY 11364

Steven C. Stern : 18 Gregory Court, E. Northport, NY 11731

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.

Adam I. Kleinberg : 11 Majestic Court, Dix Hills NY 11746

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

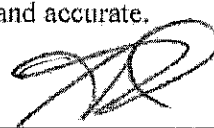
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: May 10, 2018

Signed: 

Print Name: Adam I. Kleinberg

Title: Partner

**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.

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Sokoloff Stern LLP, with an office located at 179 Westbury Avenue, Carle Place, New York 11514 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is involved in litigation known as *Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers*, Index No. CV17-1776; and

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 26, 2018 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Correction Officer Antonio Cuevas in *Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers*, Index No. CV17-1776 (the "Services"). When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Sixty-five Thousand Dollars (\$165,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$225.00
(ii) Of Counsel:	\$225.00
(iii) Associate:	\$195.00
(iv) Paralegal:	\$85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Eighty-five Thousand Dollars (\$85,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate

payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to



this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or

proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance

shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised

the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

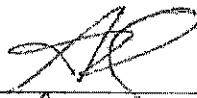
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

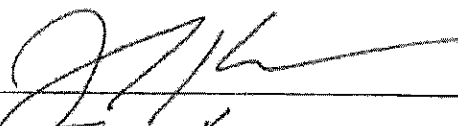
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SOKOLOFF STERN LLP

By:   
Name: Adam Kleinberg  
Title: Partner  
Date: 5/14/18

NASSAU COUNTY

By:   
Name: Jason Karonau  
Title: County Attorney  
Date: 5/15/18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 14<sup>th</sup> day of May in the year 2018 before me personally came Adam I. Kleinberg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Sokoloff Stern LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

**NICOLE BIUSO**  
Notary Public, State of New York  
Registration No. 01B16288268  
Qualified in Nassau County  
Commission Expires 7/23/2030

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16<sup>th</sup> day of May in the year 2018 before me personally came JARED A. KASSABAUM to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

*Anna Catzman*  
NOTARY PUBLIC

**DIANA CATAPANO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 01CA6089854**  
**QUALIFIED IN NASSAU COUNTY**  
**COMMISSION EXPIRES MAR. 31, 2019**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ 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 **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Steven C. Stern (Name)

179 Westbury Avenue, Carle Place NY 11514 (Address)

(516) 334-4500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

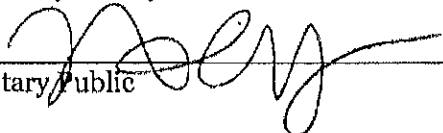
5/10/2018  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Steven C. Stern  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

10th day of May 2018.

  
\_\_\_\_\_  
Notary Public

NICOLE BIUSO  
Notary Public, State of New York  
Registration No. 01B16266266  
Qualified in Nassau County  
Commission Expires 7/23/2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> US: Affinity 14 Cliffwood Ave, Suite 310 Matawan, NJ 07747	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: CNA INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Sokoloff Stern, LLP 179 Westbury Avenue Carle Place NY 11514	<b>NAIC #</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADOL INBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			425223686	11/10/2017	11/10/2018	Each Claim \$ 3,000,000 Aggregate \$ 3,000,000 Deductible \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [Attach ACORD 101, Additional Remarks Schedule, if more space is required]

## CERTIFICATE HOLDER

## CANCELLATION

Office of the Nassau County Attorney Municipal Transactions Bureau One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



SOKOLLP-01

DTRINCER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Robert C. Mangi Agency Inc. 152 Mineola Blvd Mineola, NY 11501	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> (516) 294-1764	
	<b>PHONE (A/C, No, Ext):</b> (516) 294-1072	<b>E-MAIL ADDRESS:</b> service@contractorsinsurance.org	
<b>INSURED</b>  SOKOLOFF, STERN LLP. 179 WESTBURY AVENUE CARLE PLACE, NY 11514	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: MERCHANTS MUTUAL INSURANCE</b>		23329
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	X	BOPI039414	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BOPI039414	10/31/2017	10/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ADDITIONAL INSURED: OFFICE OF THE NASSAU COUNTY ATTORNEY MUNICIPAL TRANSACTIONS BUREAU

## CERTIFICATE HOLDER

## CANCELLATION

OFFICE OF THE NASSAU COUNTY ATTORNEY  
MUNICIPAL TRANSACTIONS BUREAU  
ONE WEST ST  
MINEOLA, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



5/9/2018

Office of the Nassau County Attorney  
Municipal Transactions Bureau  
One West Street  
Mineola, NY 11501

RE: Insured: Sokoloff Stern LLP  
Policy # WC 026173348  
Form # C105.2

Dear Certificate Holder,

Please note the attached certificate of insurance is issued as a matter of information only and confers no rights upon you.

- This document does not amend, extend or alter the coverage terms, exclusions and conditions afforded by the referenced policies.
- This document does not specify all endorsements, coverages, terms, conditions, and exclusions of the policies shown. All limits shown are as requested, and a self insured retention may apply to the limits shown per terms and conditions of the policy.
- The policies of insurance are in effect only for the policy periods indicated, and aggregate limits shown in the certificate may have been reduced by paid claims.

Sincerely,

ADP TotalSource Certificate Center

Attachment – Certificate of NYS Workers' Compensation Insurance Coverage-C105.2



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> ADP TotalSource CO XXI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Sokoloff Stern LLP 179 Westbury Ave Carle Place New York, NY 11514 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 516/334-4500  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 0770030 4  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 263392230
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Office of the Nassau County Attorney Municipal Transactions Bureau One West Street Mineola, NY 11501	<b>3a. Name of Insurance Carrier</b> New Hampshire Ins Co  <b>3b. Policy Number of entity listed in box "1a"</b> WC 026173348  <b>3c. Policy effective period</b> 07/01/2017 to 07/01/2018  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. <small>*Proprietor/Partner/Executive Officer/Member are included as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.</small>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

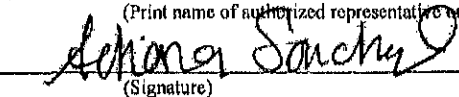
Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or ~~licensed agent of the insurance carrier~~ referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Adriana Sanchez  
(Print name of authorized representative or licensed agent of insurance carrier)  
  
Approved by:  5/9/2018  
(Signature) (Date)  
  
Title: Account Specialist II

Telephone Number of authorized representative or ~~licensed agent of insurance carrier~~ - 800-743-8130

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



U-15-18

**NIFS ID: CQPK18000014 Department: Parks****Capital:**

SERVICE: Professional Services

Contract ID #: CQPK18000014 NIFS Entry Date: 15-MAY-18 Term: from 01-JUL-18 to 30-JUN-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Wildlife in Need of Rescue and Rehabilitation	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED] [REDACTED]	Contact Person: Robert Horvath
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Eileen Krieb	
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554	
Phone: 516-572-0272	

**Routing Slip**

Department	NIFS Entry: X	15-MAY-18 -- PABUFFOLINO
Department	NIFS Approval: X	30-MAY-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-JUN-18 -- APERSICH
OMB	NIFS Approval: X	30-MAY-18 -- JDEVITO1
County Atty.	Insurance Verification: X	30-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	30-MAY-18 -- DMCDERMOTT

Dep. CE	Approval: X	11-JUN-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	08-JUN-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> To provide animal care at Tackapusha Museum
<b>Method of Procurement:</b> USDA permit requires licensed animal care
<b>Procurement History:</b> USDA, US Fish and Wildlife and NYS DEC required licensed animal care. Wildlife in Need of Rescue and Rehabilitation has expertise in the area of specialized animal care.
<b>Description of General Provisions:</b> Wildlife in Need of Rescue and Rehabilitation will monitor the daily care, including feeding/water, accessing daily care and condition of the animals and enforce the required measures per the governing agencies and if necessary, advise Nassau County staff to pursue veterinarian care. Keep Nassau County permits valid and prepare required annual reports with the outside agencies. Assist Nassau County staff with proper reporting of daily feeding and observations. Total cost of programming: \$10,000.00
<b>Impact on Funding / Price Analysis:</b> None-- Hotel/Motel Tax Grant Program \$10,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PKGRT9700THDE500	\$ 10,000.00
Control:	PK	Contract:				\$ 0.00
Resp:	9700	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 10,000.00			\$ 0.00
RENEWAL		TOTAL	\$ 10,000.00		TOTAL	\$ 10,000.00
% Increase						
% Decrease						



Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor:** Wildlife in Need of Rescue and Rehabilitation

**2. Dollar amount requiring NIFA approval:** \$10000

**Amount to be encumbered:** \$10000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term:** 7/1/18-6/30/19

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

Capital Improvement Fund (CAP)

X Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To provide animal care at Tackapusha Museum

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount
CQPK17000041	01-JUL-17	10,000.00

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

06-JUN-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**



RULES RESOLUTION NO.      – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE  
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND WILD LIFE  
IN NEED OF RESCUE AND REHABILITATION

WHEREAS, the County has negotiated a personal services agreement with  
Wildlife in Need of Rescue and Rehabilitation in connection with specialized care  
for animals at the Tackapusha Museum and Preserve, 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 Wildlife in  
Need of Rescue and Rehabilitation

Jack Schnirman  
Comptroller



Redacted  
COPY

OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Wildlife In Need of Rescue and Rehabilitation

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

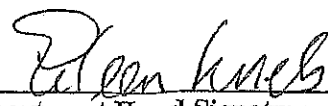
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

  
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

May 8, 2018

SERVICE: Personal Services Contract for  
Wildlife in Need of Rescue and Rehabilitation

The above Contractor will provide animal care at Tackapusha Museum and Preserve as required by the USDA permit.

US Fish and Wildlife, NYS DEC and USDA permit requires licensed animal care. This service is specialized and unique. WINNOR possesses such skills that cannot be evaluated through a competitive bid process. In addition, these services cannot be provided by any staff currently employed by the County.

A handwritten signature in cursive script, appearing to read "Eileen Krieb".

Eileen Krieb  
Commissioner  
Nassau County Department of  
Parks, Recreation & Museums

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

WILDLIFE IN NEED OF RESCUE AND

Vendor: REHABILITATION, INC.

Dated: 4-29-2018

Signed: Robert Horvath

Print Name: ROBERT HORVATH

Title: PRESIDENT

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT HORVATH  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 4/15/2002 Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /       /   /     
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓;  
If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert Horvath, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of May 2018



MATTHEW JAMES DILIBERTO  
NOTARY PUBLIC, State of New York  
No. 01D16269225  
Qualified in Nassau County  
Commission Expires September 24, 2020

Notary Public

WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC.

Name of submitting business

ROBERT HORVATH

Print name

Robert Horvath

Signature

PRESIDENT

Title

5, 1, 2018

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name CATHY ST. PIERRE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 6/21/2006 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.


- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Cathy St Pierre, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of May 2018

  
MATTHEW JAMES DILIBERTO  
NOTARY PUBLIC, State of New York  
No. 01DI6269225  
Qualified in Nassau County  
Commission Expires September 24, 2020  
Notary Public

Wildlife in need of rescue  
Name of submitting business

Cathy St Pierre  
Print name

Cathy St Pierre  
Signature

Vice president  
Title

5 / 1 / 18  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT AMOROSO  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /    /    Treasurer 5/10/2010  
Chairman of Board    /    /    Shareholder    /    /     
Chief Exec. Officer    /    /    Secretary    /    /     
Chief Financial Officer    /    /    Partner    /    /     
Vice President    /    /    \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5; been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

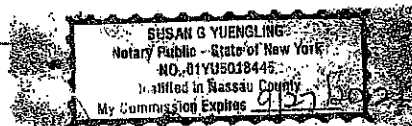
**CERTIFICATION**

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., Robert Amoroso, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9 day of May 2018

Susan G. Yuengling  
Notary Public



WILDLIFE IN NEED OF RESCUE OF REHABILITATION, INC.  
Name of submitting business

ROBERT AMOROSO  
Print name

[Signature]  
Signature

TREASURER  
Title

May 9, 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DANIELLE KINCKINER  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 05/10/2010  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

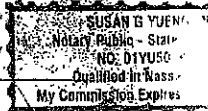
**CERTIFICATION**

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I, Danielle Kinckiner, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9 day of May 2018

Susan G. Yuengling  
Notary Public



WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC.  
Name of submitting business

DANIELLE KINCKINER  
Print name

Danielle Kinckiner  
Signature

SECRETARY  
Title

May 9, 2018  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5-11-2018

1) Proposer's Legal Name: WILDLIFE IN NEED OF RESCUE AND REHAB. INC.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : [REDACTED]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership  
Corporation ☒ Other (Describe) 501C3 NON PROFIT ORGANIZATION

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes \_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No ☒; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NO CONFLICT EXISTS, IN THE EVENT A POSSIBLE CONFLICT ARISES THE COUNTY WILL BE NOTIFIED TO MAKE A DETERMINATION

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

SEE  
ATTACHED

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NEW YORK CITY ANIMAL CARE AND CONTROL

Contact Person KEVIN SEXTON

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company MARINE NATURE STUDY AREA

Contact Person MICHAEL FARINA

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

---

Company ANIMAL GENERAL OF EAST NORWICH

Contact Person DR. ELLEN-LEONHARDT

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

April 29, 2018

Robert Horvath

[REDACTED]

[REDACTED]

As a small home based organization we have been providing free wildlife rescue service , animal conflict resolution advice and public education for all of Nassau County , western Suffolk County and New York City for over 25 years . This includes the rescuing , emergency veterinary care , long term care and rehabilitation of sick, injured, and orphaned wild animals . These animals are reported to us by the general public, police depts. , animal control agencies and animal hospitals to name a few . We also provide over 50 programs a year using live , non releasable animals for groups such as boy and girl scouts, schools, libraries and public events and fairs .

## Business History 2018

A 1 April 15 , 2002

2 0 Financial Interest

3 Robert Horvath - President

[REDACTED]  
[REDACTED] 11758

Cathy St. Pierre - Vice President

[REDACTED]  
[REDACTED] 11758

Danielle Kinkiner - Secretary

[REDACTED]  
[REDACTED] 11758

Robert Amoroso - Treasurer

[REDACTED]  
[REDACTED] 11758

4 New York

5 0 Employees

6 \$25,000

- 7 2009 Garden City Bird Sanctuary Environmental Stewardship Award  
2009 N.Y. State Ornithological Association Certificate Of Appreciation  
2011 South Shore Audubon Society Elliot Kutner Environmental Award  
2012 Woodsman Of The World Family Lodge 467 Environmental Award

B 26 years in business

C As a small home based organization we have been providing free wildlife conflict advice and service for all of Nassau County , western Suffolk County , and New York City . This includes rescuing, emergency and long term care, and rehabilitation of sick, injured or orphaned native wild animals . These animals are reported to us by the general public , police depts., animal control agencies and vet offices to name a few who call on us for assistance. We also provide over 50 programs a year using our live , non releasable animals for groups such as boy and girl scouts, schools, libraries, and public events.



Permit Number: MB834929-0  
Effective: 04/01/2018 Expires: 03/31/2021

**Issuing Office:**

Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE  
Migratory Bird Permit Office  
300 Westgate Center Drive  
Hadley, MA 01035-0779  
Tel: 413-253-8643 Fax: 413-253-8424  
Email: permitsR5MB@fws.gov

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

**Permittee:**

NASSAU COUNTY DEPT OF PARKS & REC/ TACKAPAUSHA MUSEUM  
dba TACKAPAUSHA MUSEUM  
2225 WASHINGTON AVENUE  
SEAFORD, NY 11783  
U.S.A.

**Name and Title of Principal Officer:**

ROBERT HORVATH - ANIMAL CARE COORDINATOR

Authority: Statutes and Regulations: 16 USC 703-712; 50 CFR Part 13, 50 CFR 21.27.

**Location where authorized activity may be conducted:**

THROUGHOUT THE STATE OF NEW YORK

**Reporting requirements:**

ANNUAL REPORT IS DUE BY JANUARY 31 OF EACH YEAR  
REPORT FORMS CAN BE FOUND AT: [www.fws.gov/migratorybirds/mbpermits.html](http://www.fws.gov/migratorybirds/mbpermits.html)

**Authorizations and Conditions:**

- A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
- B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.
- C. Valid for use by permittee named above.
- D. You are authorized to salvage migratory birds (except species listed as threatened or endangered under the Endangered Species Act; see 50 CFR 17.11) found dead that you had no part in the killing or death thereof. Any dead bald eagles or golden eagles salvaged must be reported within 48 hours to the National Eagle Repository at (303) 287-2110 and to the issuing migratory bird permit office at 413-253-8643 or fax 413-253-8424. The Repository will provide directions for shipment of these specimens. For a list of threatened and endangered species in your state, visit the U.S. Fish and Wildlife Service's Threatened and Endangered Species System (TESS) at: <http://www.fws.gov/Endangered>.
- E. You are authorized to salvage abandoned (unoccupied) migratory bird nests and nonviable eggs outside the nesting season, except for nests and eggs of bald eagles or golden eagles and threatened or endangered species.
- F. All salvaged migratory bird specimens must be deposited with Nassau County / Tackapausha Museum, Seaford, NY for educational or scientific use only.
- G. You may not salvage and must immediately report to the U.S. Fish and Wildlife Service Office of Law Enforcement any dead or injured

R-16-11



Permit Number: MB31833C-0  
Effective: 08/21/2017 Expires: 03/31/2020

Issuing Office:

Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE  
Migratory Bird Permit Office  
P.O. Box 779  
Hadley, MA 01035-0779  
Tel: 413-253-8643 Fax: 413-253-8424

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

Permittee:

NASSAU COUNTY DEPT OF PARKS, RECREATION & MUSEUMS  
dba TACKAPAUSHA MUSEUM & PRESERVE  
2225 WASHINGTON AVENUE  
SEAFORD, NY 11783  
U.S.A.

Name and Title of Principal Officer:

ROBERT HORVATH - ANIMAL CARE COORDINATOR

Authority: Statutes and Regulations: 16 USC 668a; 50 CFR Part 13, 50 CFR 22.21.

Location where authorized activity may be conducted:

Department of Parks, Recreation & Museums dba Tackapausha Museum & Preserve  
Throughout the state of NY

Reporting requirements:

ANNUAL REPORTS DUE: 01/31/2018, 1/31/2019, 1/31/2020 or 30 Days after permit expiration if not renewing.

Form at: <http://www.fws.gov/forms/3-202-13.pdf> and must list all data requested for each eagle.

RENEWAL APPLICATION Form at: <http://www.fws.gov/forms/3-200-14.pdf>

Authorizations and Conditions:

- A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
- B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.
- C. Valid for use by permittee named above
- D. You are authorized to possess for conservation education purposes the following nonreleasable eagle(s):  
1 Bald Eagle
- E. You must obtain prior written approval from your migratory bird permit issuing office before acquiring, transferring, or disposing of any eagle. See standard condition 11 for instructions.
- F. Continued placement of the eagles listed in Condition D at the Tackapausha Museum & Preserve is contingent upon the continued care and handling by personnel specified by this permit. Robert Horvath is recognized as the primary caretaker at this facility. You must notify the migratory bird permit issuing office within 10 calendar days for re-evaluation of possession authority should there be a change in primary caretaker(s).
- G. Any person who is  
(1) employed by or under contract to you for the activities specified in this permit, or  
(2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.
- H. You and any subpermittees must comply with the attached Standard Conditions for Live Eagle Exhibition Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.





SPECIAL PURPOSE POSSESSION - LIVE MIGRATORY BIRDS  
FOR EDUCATIONAL USE

Permit Number: MB065226-0

Effective: 04/01/2017 Expires: 03/31/2020

Issuing Office:

Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE  
Migratory Bird Permit Office  
P.O. Box 779  
Hadley, MA 01035-0779  
Tel: 413-253-8643 Fax: 413-253-8424  
Email: permitsR5MB@fws.gov

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

Permittee:

ROBERT HORVATH  
dba WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC.  
202 NORTH WYOMING AVENUE  
NORTH MASSAPEQUA, NY 11758  
U.S.A.

Authority: Statutes and Regulations: 16 USC 703-712; 50 CFR Part 13, 50 CFR 21.27.

Location where authorized activity may be conducted:

THROUGHOUT THE STATE OF NEW YORK

Reporting requirements:

ANNUAL REPORT IS DUE BY JANUARY 31 EACH YEAR or 30 Days After Permit Expiration if not renewing.  
REPORT FORMS found at: <https://www.fws.gov/permits/applicationforms/ApplicationA.html#reports>  
RENEWAL APPLICATIONS found at: <http://www.fws.gov/migratorybirds/mbpermits/ApplicationForms.html>

Conditions and Authorizations:

- A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
- B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.
- C. Valid for use by permittee named above.

- D. You are authorized to possess for conservation educational purposes the following nonreleasable migratory bird(s).

One Each:

Screech Owl  
Red-tailed Hawk  
Barred Owl  
Peregrine Falcon  
Barn Owl  
Common Raven

NO Live birds may be acquired or transferred without PRIOR WRITTEN REQUEST from the permittee AND WRITTEN APPROVAL from the Federal issuing office (Form 3-202-12).

- E. Any person who is: (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

- F. You and any subpermittees must comply with the attached Standard Conditions for Special Purpose Possession Live Migratory Bird Educational Use Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

For suspected illegal activity, immediately contact USFWS Law Enforcement at: Valley Stream, New York - 516-825-3950



Permit Number: MB024938-0  
Effective: 05/05/2017 Expires: 03/31/2022

Issuing Office:

Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE  
Migratory Bird Permit Office  
P.O. Box 779  
Hadley, MA 01035-0779  
Tel: 413-253-8643 Fax: 413-253-8424  
Email: permitsR5MB@fws.gov

ACTING

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

Permittee:

ROBERT HORVATH  
dba WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC.  
202 NORTH WYOMING AVENUE  
NORTH MASSAPEQUA, NY 11758  
U.S.A.

Authority: Statutes and Regulations: 16 USC 703-712; 50 CFR Part 13, 50 CFR 21.31.

Location where authorized activity may be conducted:

202 NORTH WYOMING AVENUE, NORTH MASSAPEQUA, NY  
TEL: 516-293-0587

Reporting requirements:

**ANNUAL REPORT IS DUE BY JANUARY 31 EACH YEAR or 30 Days After Permit Expiration if not renewing.**  
**REPORT FORMS** found at: <https://www.fws.gov/permits/applicationforms/ApplicationA.html#reports>  
**RENEWAL APPLICATIONS** found at: <http://www.fws.gov/migratorybirds/mbpermits/ApplicationForms.html>

Conditions and Authorizations:

- A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
- B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.
- C. Valid for use by permittee named above.
- D. This permit authorizes you to:
- (1) take from the wild or receive from another person sick, injured, or orphaned migratory birds and to possess them and provide rehabilitative care for them;
  - (2) transport such birds to a suitable habitat for release, to another permitted rehabilitator's facilities, or to a veterinarian;
  - (3) transfer, release, or euthanize such birds;
  - (4) transfer or otherwise dispose of dead specimens; and
  - (5) receive, stabilize, and transfer within 48 hours types of migratory bird species not authorized by your permit, in cases of emergency.
- E. You must immediately report to U.S. Fish and Wildlife Service Law Enforcement any birds that appear to have been poisoned, shot, or otherwise injured as the result of criminal activity.
- F. Any person responsible for the permitted activities when you or a subpermittee are not present must either possess his or her own Federal rehabilitation permit or be authorized as your subpermittee by being named in writing to your issuing migratory bird permit office.
- G. You and any subpermittees must comply with the attached Standard Conditions for Rehabilitation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

For suspected illegal activity, immediately contact USFWS Law Enforcement at: Valley Stream, NY 516-825-3950

MAY 12 2017

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0035. The time required to complete this information collection is estimated to average .25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.		FORM APPROVED OMB NO.: 0579-0035																												
U.S. DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE  <b>APPLICATION FOR LICENSE</b> (TYPE OR PRINT)  <b>X RENEWAL</b>		DO NOT USE THIS SPACE - OFFICIAL USE ONLY  SEND THE COMPLETED FORM TO: USDA APHIS ANIMAL CARE EASTERN 920 Main Campus Drive Suite 200 Raleigh, NC 27606-5210 (919) 855-7100																												
1. NAME(S) OF OWNER(S) AND MAILING ADDRESS County Of Nassau 2225 Washington Avenue Seaford, NY 11783  COUNTY: NASSAU TELEPHONE (516) 571-7443		LICENSE NO./CUST NO 21-C-0338 2919	RENEWAL DATE 15-May-2017																											
2. ALL BUSINESS NAME, LOCATIONS, AND ALL SITES HOUSING ANIMALS (P. O. Box not acceptable) 2225 Washington Avenue Seaford, NY 11783 County: Nassau  TELEPHONE (516) 571-7443		AMOUNT \$85.00	FEES DATE RECEIVED 12 May 17 Vha																											
3. IF PREVIOUSLY LICENSED - NAME AND ADDRESS  PREVIOUS LICENSE NO.: 5. TYPE OF LICENSE ♦ A - Dealer (Breeder) ♦ B - Dealer ♦ C - Exhibitor		4. NAME AND ADDRESS OF OTHER BUSINESS(S) HANDLING ANIMALS IN WHICH APPLICANT/LICENSEE HAS AN INTEREST  6. DATE OF LAST BUSINESS YEAR <table border="1"> <thead> <tr> <th colspan="4">FROM</th> <th colspan="4">TO</th> </tr> <tr> <th>MO</th> <th>DAY</th> <th>YEAR</th> <th>MO</th> <th>DAY</th> <th>YEAR</th> <th>MO</th> <th>DAY</th> <th>YEAR</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>1</td> <td>0</td> <td>1</td> <td>7</td> <td>1</td> <td>2</td> <td>3</td> <td>1</td> <td>7</td> </tr> </tbody> </table>		FROM				TO				MO	DAY	YEAR	MO	DAY	YEAR	MO	DAY	YEAR	0	1	0	1	7	1	2	3	1	7
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7. NATURE OF BUSINESS (Check item that describes nature of your business) <input type="checkbox"/> A - Zoo <input type="checkbox"/> B - Aquariums <input type="checkbox"/> C - Auction <input type="checkbox"/> D - Breeder <input type="checkbox"/> E - Pets <input type="checkbox"/> F - Roadside Zoo <input type="checkbox"/> G - Circus <input type="checkbox"/> H - Animal Acts <input type="checkbox"/> I - Carnival <input type="checkbox"/> J - Drive thru Zoo <input type="checkbox"/> K - Pet Store <input type="checkbox"/> L - Broker		8. TYPE OF ORGANIZATION ♦ Partnership      ♦ Corporation      ♦ Individual ♦ Other (Specify) <u>NATURAL HISTORY MUSEUM</u>																												
9. LIST OWNERS, PARTNERS, AND OFFICERS <table border="1"> <thead> <tr> <th>NAME AND TITLE</th> <th>ADDRESS</th> </tr> </thead> <tbody> <tr> <td>Robert Horvath - Animal Care Coordinator</td> <td>TACKAPUSTHA MUSEUM</td> </tr> <tr> <td>Dennis Hawey - Assistant</td> <td>Nassau Co. Dept. Parks, Rec &amp; Museums</td> </tr> <tr> <td>KARL FERNANDES - Assistant</td> <td>2225 Washington Ave.</td> </tr> <tr> <td></td> <td>Seaford NY 11783</td> </tr> </tbody> </table>				NAME AND TITLE	ADDRESS	Robert Horvath - Animal Care Coordinator	TACKAPUSTHA MUSEUM	Dennis Hawey - Assistant	Nassau Co. Dept. Parks, Rec & Museums	KARL FERNANDES - Assistant	2225 Washington Ave.		Seaford NY 11783																	
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10. DEALER ONLY TOTAL NO. OF ANIMALS PURCHASED IN THE LAST BUSINESS YEAR TOTAL NO. OF ANIMALS SOLD IN THE LAST BUSINESS YEAR TOTAL GROSS AMOUNT DERIVED FROM THE SALE OF ANIMALS DOLLAR AMOUNT OF WHICH FEE IS BASED (Sections 2.6 and 2.7)		11. EXHIBITOR ONLY (No. of animals holding now or held during the last business year, whichever is greater) <table border="1"> <tr> <td>DOGS</td> <td><input checked="" type="checkbox"/></td> <td>RABBITS</td> <td>4</td> </tr> <tr> <td>CATS</td> <td>1</td> <td>NONHUMAN PRIMATES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>GUINEA PIGS</td> <td><input checked="" type="checkbox"/></td> <td>MARINE MAMMALS</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>HAMSTERS</td> <td><input checked="" type="checkbox"/></td> <td>WILD OR EXOTIC MAMMALS</td> <td>19</td> </tr> <tr> <td>OTHER (i.e., farm animals) (List Species and No.)</td> <td>See attached sheet</td> <td>TOTAL:</td> <td>24</td> </tr> </table>		DOGS	<input checked="" type="checkbox"/>	RABBITS	4	CATS	1	NONHUMAN PRIMATES	<input checked="" type="checkbox"/>	GUINEA PIGS	<input checked="" type="checkbox"/>	MARINE MAMMALS	<input checked="" type="checkbox"/>	HAMSTERS	<input checked="" type="checkbox"/>	WILD OR EXOTIC MAMMALS	19	OTHER (i.e., farm animals) (List Species and No.)	See attached sheet	TOTAL:	24							
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<b>CERTIFICATION</b> I hereby make application for a license under the Animal Welfare Act 7 U.S.C. 2131 et seq. I certify that the information provided herein is true and correct to the best of my knowledge. I hereby acknowledge receipt of and certify to the best of my knowledge I am in compliance with all regulations and standards in 9 CFR, Subpart A, Parts 1, 2, and 3. I certify that I am over 18 years of age.																														
12. SIGNATURE <u>Robert Horvath</u>		13. NAME AND TITLE (Type or Print) Robert Horvath - Animal Care Coordinator																												
14. DATE 5-5-17																														

APHIS FORM 7003  
(JAN 1995)

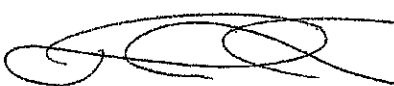
(Previous editions are obsolete)

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT HORVATH, 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 May 2018

 MATTHEW JAMES DILIBERTO  
NOTARY PUBLIC, State of New York  
No. 01DI6269225  
Qualified in Nassau County  
Commission Expires September 24, 2020  
Notary Public

Name of submitting business: WILDLIFE IN NEED OF RESCUE AND REHAB. INC.

By: ROBERT HORVATH  
Print name  
Robert Horvath  
Signature

PRESIDENT  
Title

5, 14, 2018  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp 501C3 Other (specify) NON PROFIT ORGANIZATION

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 HORVATH [REDACTED]

CATHY ST. PIERRE [REDACTED]

DANIELLE KINCKINER [REDACTED]

ROBERT AMOROSO [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4-29-2018

Signed: Robert Horvath

Print Name: ROBERT HORVATH

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.



## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) **Wild Life In Need of Rescue and Rehabilitation**, a non-for-profit organization, having its principal address at [REDACTED] (the "Contractor");

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019, unless sooner terminated as provided for herein.

2. Program. The services to be provided by the Contractor under this Agreement shall consist of specialized care for a variety of animals at Tackapusha Museum and Preserve. This is to include but is not limited to the monitoring the daily care, including feeding/water, accessing condition of the animals and enforce the required measures per the governing agencies. If necessary advise staff to pursue veterinarian care. Keep permits valid and prepare required annual reports with the outside agencies. Assist staff with proper reporting daily feeding, observations, etc.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Ten thousand dollars (\$10,000.00). This amount is inclusive of any and all expenses payable at a rate of \$35.00 per hour.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractors received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed

solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

8. Indemnification; Defense; Cooperation. (a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the

same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and fourmillion dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following of termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and

any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose

name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor is not obligated 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 since it is a non-for-profit organization.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

**WILD LIFE IN NEED OF RESCUE  
AND REHABILITATION**

By: Robert Horvath  
Name: ROBERT HORVATH  
Title: PRESIDENT  
Date: 5-1-2018

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

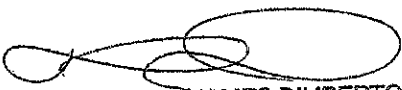
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of May in the year 2018 before me personally came Robert Horvath to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of wild life in need of rescue and protection corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



MATTHEW JAMES DILIBERTO

NOTARY PUBLIC, State of New York

No. 01D16269225

Qualified in Nassau County

Commission Expires September 24, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



ROBER-4

QP ID: SB

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.A. Facolbone & Assoc., Inc. 100 Merrick Road Suite 828 W Rockville Centre, NY 11570 Five O Sales Inc.	516-766-3513 CONTACT J.A. Facolbone & Associates PHONE 516-766-3513 FAX 516-766-3549 EMAIL: samantha@jafinsurance.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Scottdale Insurance Co NAIC# 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INDR LYR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOSS OTHER:	Y	OP82399321	02/14/2018	02/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOB ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOB ONLY <input type="checkbox"/> NON-OWNED AUTOB ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ADDND 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear as required by written contract.

## CERTIFICATE HOLDER

COUNTNA

 COUNTY OF NASSAU  
 1560 Franklin Avenue  
 Mineola, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



U-17-18

**NIFS ID:CLME18000001 Department: Medical Examiner****Capital:**

SERVICE: Forensic Odontology

Contract ID #:CQME17000001 NIFS Entry Date: 26-MAR-18 Term: from 01-APR-18 to 01-APR-19

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>David Lynn, DDS</b>	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: David Lynn
[REDACTED]	
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Keith Cromwell	
Address: 2251 Hempstead TPK.	
Building R	
East Meadow, NY 11554	
Phone: 516-572-5152	

MAR 27 10 15 AM '18  
 NASSAU COUNTY  
 CLERK OF SUPREME COURT

**Routing Slip**

Department	NIFS Entry: X	27-MAR-18 -- KCROMWELL
Department	NIFS Approval: X	04-APR-18 -- KCROMWELL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	19-APR-18 -- APERSICH
OMB	NIFS Approval: X	09-APR-18 -- WCOTE
County Atty.	Insurance Verification: X	05-APR-18 -- NSARANDIS
County Atty.	Approval to Form: X	04-APR-18 -- DMCDERMOTT
Dep. CE	Approval: X	08-JUN-18 -- TFOX

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>23-APR-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide forensic odontology services to the Medical Examiner's Office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown , badly mutilated and decomposed bodies to determine positive identification of the decedent.
<b>Method of Procurement:</b> Renewal Amendment #1 pursuant to option to renew in the original agreement (CQME17000001)
<b>Procurement History:</b> The original contract was \$1620.00 at \$90 per hour. This amendment renews for an additional year.
<b>Description of General Provisions:</b> \$90/hour for up to 18hours of forensic odontology services.
<b>Impact on Funding / Price Analysis:</b> Original agreement , as full compensation for services, was one thousand six hundred twenty dollars (\$1,620) with three (3) one year options to renew, for a possible total term of four (4) years. This is the first amendment to the original contract with an encumbrance of \$1,620.
<b>Change in Contract from Prior Procurement:</b> no change
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		02	MEGEN1200 /	\$ 1,620.00
Control:	10	Contract:			DE524	\$ 0.00
Resp:	1200	County	\$ 1,620.00			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:	524	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 1,620.00		TOTAL	\$ 1,620.00
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: David Lynn, DDS

2. Dollar amount requiring NIFA approval: \$1620

Amount to be encumbered: \$1620

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 04/01/2018 - 04/01/2019

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide forensic odontology services to the Medical Examiner's Office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown, badly mutilated and decomposed bodies to determine positive identification of the decedent.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
CQME17000001	04-APR-17	1,620.00

## 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.

APERSICH

19-APR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY MEDICAL EXAMINER AND  
DAVID LYNN, D.D.S.

WHEREAS, the County has negotiated an amendment to a personal services agreement with David Lynn, D.D.S., to provide forensic odontology services including facial and dental examinations of unknown, badly mutilated and/or decomposed bodies to determine positive identifications, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with David Lynn, D.D.S.



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: DAVID LYNN, DDS

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

---

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on 4/4/2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

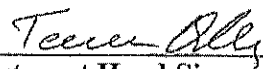
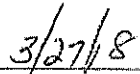
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
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?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/20/18

Vendor: David S. Lynn DDS

Signed: [Signature]

Print Name: David S. Lynn DDS

Title: Owner

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name David Lynn DDS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /      
(Other) \_\_\_\_\_

*Not  
Applicable*

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. *My sole private practice*
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David S. Lynn DDS, 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 20<sup>th</sup> day of March 2018

DEBORAH FINAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01F14758011  
Qualified in Nassau County  
My Commission Expires June 30, 2018

Deborah Finan  
Notary Public

David S. Lynn DDS  
Name of submitting business

David S. Lynn DDS  
Print name

[Signature]  
Signature

Owner  
Title

3 / 20 / 18  
Date



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/20/18

1) Proposer's Legal Name: David Lynn

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

1 Millwood Gate, Hicksville, NY 11801

3) Mailing Address (if different): No

Phone: 516-935-4500

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event that a potential conflict arises, I will notify the county of the potential conflict, and have the county determine if an actual conflict exists.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Dr Lillian Nawrocki

Contact Person Dr Lillian Nawrocki

Address 2 Lanva Ct

City/State Mount Sinai, NY 11266

Telephone 631-331-8676

Fax # 631-474-0128

E-Mail Address [REDACTED]

Company Dr Richard Serchuk DDS  
Contact Person Richard Serchuk DDS  
Address 5 Valentines Lane  
City/State Old Brookville, NY, 11545  
Telephone 516-759-1310  
Fax # \_\_\_\_\_  
E-Mail Address [REDACTED]

Company Dr Salvatore Mancuso DDS  
Contact Person Salvatore Mancuso DDS  
Address 400 South Oysterbay Rd,  
City/State Hicksville, NY 11801  
Telephone 516-932-7722  
Fax # 516-932-5021  
E-Mail Address [REDACTED]

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David S. Lynch DDS, 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 20<sup>th</sup> day of March

20 / 18

Deborah Finan  
Notary Public

DEBORAH FINAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FI4758011  
Qualified in Nassau County  
My Commission Expires June 30, 2018

Name of submitting business: David S. Lynch DDS

By: David S. Lynch DDS

Print name

[Signature]  
Signature

Owner

Title

3 / 20 / 18  
Date

**Curriculum Vitae  
David S. Lynn, D.D.S.**

DATE: January 1, 2018

DATE OF BIRTH: November 30, 1958

MARITAL STATUS: Married

HOME ADDRESS:



OFFICE ADDRESS:

1 Millwood Gate  
Hicksville, NY 11801  
Phone: (516) 935-4500  
Fax: (516) 935-4330  
E-mail: [dslynndds@gmail.com](mailto:dslynndds@gmail.com)

## **EDUCATION**

*1984-1985:* General Practice Resident, Booth Memorial Medical Center – Queens, N.Y.

*1980-1984:* Columbia University, School of Dental and Oral Surgery - D.D.S.

*1976-1980:* State University of New York at Binghamton - B.S. Biological Sciences

## **MEDICAL LICENSURE**

New York State

New Jersey (Inactive)

## **EMPLOYMENT**

*1987-present:* Private Practice, David S. Lynn, D.D.S.

1 Millwood Gate, Hicksville, N.Y. 11801

*1991- 2016:* Associate, Private Practice, Paul Schimmenti, D.D.S.

60 Stratford Road, Rockville Centre, N.Y. 11570

## **PROFESSIONAL APPOINTMENTS**

*2017- Present:* Forensic Odontology Consultant, Nassau County, New York, Office Of  
The Medical Examiner

*2015- Present:* Forensic Odontology Consultant, Suffolk County, New York, Office Of  
The Medical Examiner

*2006- 2014:* Adjunct Forensic Dental Consultant, Suffolk County, New York, Office  
Of The Medical Examiner

*2003- Present:* DMORT Region II

## **RELEVANT COURSEWORK**

2/17 – Civil Litigation Workshop

6/15 – NCIC Advanced Dental Coding Workshop

2/15 – ABFO Age Estimation Workshop

2/10 – ABFO Dental Identification Workshop

9/08 – NCIC Dental Coding Workshop

11/07– A Practicum in Forensic Odontology, Miami Dade Medical Examiner

3/04 – Armed Forces Institute of Pathology- Forensic Dental Identification

7/03 – ADA Dental Mass Disaster Training & Workshop

11/02– Northshore University Hospital Department of Dentistry- Forensic Dentistry:



A Tool for a Modern Medical Examiner and Law Enforcement Agency

**PROFESSIONAL MEMBERSHIPS**

American Dental Association  
Nassau County Dental Society  
American Society of Forensic Odontology  
American Academy of Forensic Sciences  
Suffolk Society of Forensic Dentistry  
New York Society of Forensic Dentistry

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: David S. Lynn LLC

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Sole Proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Self Only

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/20/18

Signed: [Signature]

Print Name: David S. Lynn DAS

Title: Owner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

### **AMENDMENT NO. 1**

AMENDMENT, dated as of **March 14, 2018** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Medical Examiner, located at 2251 Hempstead Turnpike – Building R, East Meadow, New York 11554 (the "Department"), and (ii) **David Lynn, D.D.S.** having his principal office at [REDACTED] (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number **CQME17000001** between the County and the Contractor, executed on behalf of the County of **April 4, 2017** (the "Original Agreement"), the Contractor performs certain services for the County in connection with forensic odontology services which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from **April 1, 2017 through April 1, 2018 with three (3), one-year options to renew, for a possible total term of four (4) years** (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the **Original Agreement**, as full compensation for the Services, was **One Thousand Six Hundred Twenty Dollars (\$1,620)** (the "Maximum Amount"); said Maximum Amount being increased to **Three Thousand Two Hundred Forty Dollars, (\$3,240.00)**; and

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

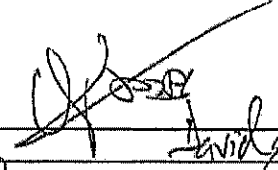
1. Renewal of Term. The Original Term shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **April 1, 2019**.

2. Maximum Amount. The Maximum Amount in Amendment No. 1 shall be increased by **One Thousand Six Hundred Twenty Dollars (\$1,620.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Three Thousand Two Hundred and Forty dollars, (\$3,240.00)** (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

David Lynn, D.D.S

By:   
Name: David Lynn D.D.S  
Title: Owner  
Date: 3/20/18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of March in the year 2018 before me personally came DAVID LYNN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Contractor of Nassau County Medical Examiner the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

My Commission Expires June 30, 2018

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.

3



# Contract Details

Medical Examiner Service  
FORENSIC ODONTOLOGY

~~CONFIDENTIAL~~  
4.5.17

NIFS ID CQME17000001 NIFS Entry Date: 2/6 /2017 Term: from 4/ 1/ 17 to 4/1/18

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
RES#		

## Agency Information

Vendor	
Name DAVID LYNN, DDS	Vendor ID# [REDACTED]
Address [REDACTED]	Contact Person DAVID LYNN, DDS
	Phone 516-935-4500

County Department
Department Contact Dr. Tamara Bloom Chief Medical Examiner
Address 2251 Hempstead Tpke East Meadow, NY 11554
Phone 572 - 5150

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	2/7/17 Teresa Bloom 2/7/17	
2/7/17	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	2/7/17 David Lynn	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/7/17	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	2/23/17 G. Liner	
2/23/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	2/23/17 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/4/17	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/4/17 [Signature]	
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	3/16/17 [Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/30/17 [Signature]	
3/4/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	3/4/17 [Signature]	

4.5.17

RULES RESOLUTION NO. 79-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE TO A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY MEDICAL EXAMINER AND DAVID LYNN, D.D.S.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 3-13-17  
VOTING:  
aye 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with David Lynn, D.D.S., to provide forensic odontology services including  
facial and dental examinations of unknown, badly mutilated and/or  
decomposed bodies to determine positive identifications, a copy of which is  
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with David Lynn, D.D.S.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**OFFICE OF THE MEDICAL EXAMINER  
COUNTY OF NASSAU**

Tamara Bloom, M.D.  
Chief Medical Examiner

2251 Hempstead Turnpike  
Building R  
East Meadow, N.Y. 11554  
(516) 572-6400



To: Peggy Reynolds, Office of County Attorney

From: Kim Tempesta, Deputy ME, Administration

Subject: Sole Source Letter

Date: February 2, 2017

Nassau County Medical Examiner's Office has and continues to recruit forensic odontologists from the Suffolk County Association of Forensic Odontology which includes dentists from Nassau County. This is the only known viable repository for highly specialized dentists, especially those willing to work with decomposed/mutilated bodies in the ME environment. Membership is voluntary and most members, to include Dr. Lynn, live and work within our catchment area which is critically important, as they have to respond at a moment's notice so as to facilitate body identification and timely release for funerals. Moreover, their ongoing emergency preparedness training and skills, make them highly desirable for MEO operations during a mass casualty/mass disaster response. At this time, Dr. Lynn is willing to offer his services and support our operation at the County's prevailing nominal hourly rate.

cc: S. Goetz, DCA

T. Bloom, M.D.



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

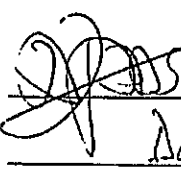
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1/31/17

Signed:

Print Name:

Title:

  
David Lynn DDS  
Owner

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name David Lynn DDS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone 516-935-4500  
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)   /  /  

*Not  
Applicable*

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. My sole private practice.
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.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 1/31/17

1) Proposer's Legal Name: David Lynn

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: None

3) Mailing Address (if different): No

Phone: 516-935-4500

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event that a potential conflict arises, I will notify the county of the potential conflict, and have the county determine if an actual conflict exists.

Company Richard Sarchuk DDS  
Contact Person Richard Sarchuk DDS  
Address 5 Valentines Lane  
City/State Old Brookville, NY 11545  
Telephone 516-259-1310  
Fax # \_\_\_\_\_  
E-Mail Address [REDACTED]

---

Company Salvatore Mancuso DDS  
Contact Person Salvatore Mancuso DDS  
Address 400 South Oysterbay Rd Suite 104  
City/State Hicksville, NY 11801  
Telephone 516-932-7722  
Fax # 516-932-5021  
E-Mail Address [REDACTED]

**David S. Lynn, D.D.S.**



**EDUCATION**

*1984-1985:* General Practice Resident, Booth Memorial Medical Center- Queens, N.Y.

*1980-1984:* Columbia University, School of Dental and Oral Surgery - D.D.S.

*1976-1980:* State University of New York at Binghamton - B.S. Biological Sciences

**LICENSURE**

New York State

New Jersey (Inactive)

**PROFESSIONAL APPOINTMENTS**

*2003- Present:* DMORT Region II

*2006- 2014:* Adjunct Forensic Dental Consultant, Suffolk County, New York, Office of the Medical Examiner

*2015- Present:* Forensic Odontology Consultant, Suffolk County, New York, Office of the Medical Examiner

**EMPLOYMENT**

*1987-present:* Private Practice, David S. Lynn, D.D.S.

1 Millwood Gate, Hicksville, N.Y. 11801

*1991- present:* Associate, Private Practice, Paul Schimmenti, D.D.S.

60 Stratford Road, Rockville Centre, N.Y. 11570

**PROFESSIONAL MEMBERSHIPS**

American Dental Association

Nassau County Dental Society

American Society of Forensic Odontology

American Academy of Forensic Sciences

Suffolk Society of Forensic Dentistry

New York Society of Forensic Dentistry

**RELEVANT COURSEWORK**

6/15- NCIC Advanced Dental Coding Workshop

2/15- ABFO Age Estimation Workshop

2/10- ABFO Dental Identification Workshop

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: David S. Lynn DBS

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Sole Proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Self only  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/31/17

Signed: [Signature]

Print Name: David Lymonds

Title: Owner

## **CONTRACT FOR SERVICES**

THIS AGREEMENT, dated as of February 2, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the Nassau County Medical Examiner, having its principal office at 2251 Hempstead Turnpike, East Meadow New York 11554 (the "Department"), and (ii) David Lynn, D.D.S. as a member of the American Dental Association, Nassau County Dental Society, Suffolk Society of Forensic Dentistry, American Academy of Forensic Sciences and NY Society of Forensic Dentistry having his principal office at [REDACTED] (the "Contractor").

### **WITNESSETH:**

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on April 1, 2017 and terminate on April 1, 2018 unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods, for a possible total term of four (4) years.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of providing forensic odontology services to the Department (the "Services"). The Contractor shall perform facial and dental examinations of unknown, badly mutilated and/or decomposed bodies to determine positive identification of deceased persons in the care of the Department.

3. **Payment.** (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be One Thousand Six Hundred Twenty dollars (\$1,620.00) payable as follows: Ninety dollars (\$90.00) per hour for Services performed by David Lynn, D.D.S.

(b) **Vouchers; Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

- (e) The provisions of this Section shall survive termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault,



Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting

240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.



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

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.

## 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:

David Lynn DDS (Name)  
[REDACTED]  
516-735-4500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ 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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FAML4010 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

02/06/2017  
12:29 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL  
ENTERED BY : FINAN, DEBORAH, J.  
DOCUMENT NUMBER : INITIATING DEPT : ME  
INPUT PERIOD (MM YYYY) : 02 2017 FEBRUARY  
VENDOR NUMBER / SUFFIX : APPROVAL TYPE :  
VENDOR NAME :  
VENDOR ADDRESS :

COUNTRY :  
ALPHA VENDOR :  
BANK NUMBER : TREAS NO :  
DUE DATE : SINGLE CHECK :  
DOCUMENT AMOUNT : CURRENCY CODE :  
NUMBER OF LINES : RESPONSIBLE UNIT :  
TRANSACTION CODE HASH :  
TERMS : NOTEPAD (Y OR N) :  
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADJ. ECNS  
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : COMET70000001

YAML4050 V4.2

NIFS PRODUCTION SYSTEM

02/06/2017

LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 12:28 PM

DOCUMENT : CQME17000001 - 01 INPUT PER: 02 2017 AMOUNT : 1,620.00

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TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE  
DOCUMENT REF :  
TRANS DESC. : FORENSIC ODONTOLOGY  
TRANS AMOUNT : 1,620.00  
INDEX : MEGEN1200 FORENSIC MEDICINE  
SUBJECT : DE524 MEDICAL/PSYCHIATRIC SERVICES  
JCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT  
F7-VIEW DOC F9-LINK F10-SAVE  
3009 - END OF FILE REACHED, STARTING AT THE BEGINNING



**OFFICE OF THE MEDICAL EXAMINER  
COUNTY OF NASSAU**

Tamara Bloom, M.D.  
Chief Medical Examiner

2251 Hempstead Turnpike  
Building R  
East Meadow, N.Y. 11554  
(516) 572-6400



To: Robert Cleary

From: Keith Cromwell

Date: May 31, 2018

Subject: Delay Memo (Contract ID: CQME17000001 / NIFS ID: CLME18000001)

As requested, there was a delay in providing amendment #2 for the above Contract ID number in the Electronic Routing System as I had limited knowledge in using this system I had to resubmit the documents multiple times to ensure all information was as appropriately attached. Please let me know if you require any further information or details.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cromwell", written over a horizontal line.

Keith Cromwell

Deputy ME Administration



E-73-18

NIFS ID:CLIT18000005

Department: Information Technology

Capital: X

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT15000017

NIFS Entry Date: 26-APR-18

Term: from 16-NOV-15 to 15-NOV-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>SVAM International Inc.</b>	Vendor ID#: <b>113190965-01</b>
Address: 233 East Shore Road	Contact Person: Allen Goldin
Great Neck, NY 11023	
	Phone: 516-466-6655 x218

<b>Department:</b>
Contact Name: Nancy Stanton ****Please return final, sealed copy to Vandana Manucha***
Address: 240 Old Country Road
Mineola, NY 11501
Phone: 516-571-4311

## Routing Slip

Department	NIFS Entry: X	26-APR-18 -- VMANUCHA
Department	NIFS Approval: X	11-MAY-18 -- NSTANTON
DPW	Capital Fund Approved: X	21-MAY-18 -- RDALLEVA
OMB	NIFA Approval: X	01-JUN-18 -- MWORSHAM
OMB	NIFS Approval: X	14-MAY-18 -- JNOGID
County Atty.	Insurance Verification: X	11-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	14-MAY-18 -- DMCDERMOTT
Dep. CE	Approval: X	14-JUN-18 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	04-JUN-18 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to exercise the Renewal option to extend this contract to additional 2 years till 11/15/2020, as per Original contract. Also to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis. Currently, these services are used for ERP PeopleSoft Human Resources Project and other IT projects.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected		
<b>Description of General Provisions:</b> Description of General Provisions: <ol style="list-style-type: none"> <li>1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: <ol style="list-style-type: none"> <li>a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>c. Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> </ol> <p>↳ All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</p> <p>↳ NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.</p>		
<b>Impact on Funding / Price Analysis:</b> The Maximum Amount for full consideration for all services under this agreement is increased by \$2,400,000.00, of which \$1,700,000.00 is being encumbered at this time.		
<b>Change in Contract from Prior Procurement:</b> n/a		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

BUDGET CODES	FUNDING	AMOUNT			

Fund:	pwcapcap
Control:	
Resp:	
Object:	00002
Transaction:	
Project #:	97101
Detail:	

RENEWAL	
%	
Increase	
%	
Decrease	

SOURCE	
Revenue	
Contract:	
County	\$ 1,260,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 440,000.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 1,700,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
06	PWCAPCAP/97101/ 00002	\$ 440,000.00
07	ITGEN1000/DE500	\$ 1,260,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 1,700,000.00</b>



Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

1. Vendor: SVAM International Inc.

2. Dollar amount requiring NIFA approval: \$2400000

Amount to be encumbered: \$1700000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 11/16/15 to 11/15/2020

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: Ongoing ERP Project and IT Projects

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Federal % 0

Other:

State % 0

County % 0

Is the cash available for the full amount of the contract?

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to exercise the renewal option to extend this contract to additional 2 years till 11/15/2020, as per Original contract. Also to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis. Currently, these services are used for ERP PeopleSoft Human Resources Project and other IT projects.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

MWORSHAM

01-JUN-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF  
INFORMATION TECHNOLOGY AND SVAM INTERNATIONAL, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with SVAM International, Inc. to provide supplemental staffing services in connection with various information technology projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with SVAM International, Inc.

2018 JUN 15 A 11:00  
NASSAU COUNTY  
CLERK



Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: SVAM International Inc.

CONTRACTOR ADDRESS: 233 East Shore Road #201, Great Neck, NY 11023

FEDERAL TAX ID #: 113190965-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [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 November 16, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

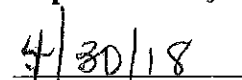
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

## **Exhibit A**

5

\_\_\_\_\_



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?

Laura Curran 2017

Labriola For Comptroller

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: SVAM International, Inc.

Dated: 4/10/2018

Signed:

A handwritten signature in black ink, appearing to read "Anil Kapoor", is written over a horizontal line.

Print Name: Anil Kapoor

Title: President & CEO

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Laura Curran 2017

Lafazan For Legislator

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: SVAM International, Inc.

Dated: 6/5/2018

Signed: Vikas Dhablania

Print Name: Vikas Dhablania

Title: Chief Operating Officer

## **Exhibit B**





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

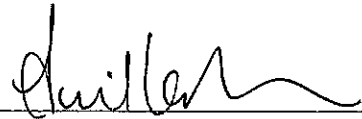
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 04/10/2018

Signed:



Print Name:

Anil Kapoor

Title:

President & CEO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

1. Principal Name Anil Kapoor  
Date of birth 10 / 14 / 1958  
Home address 14 Forte Drive  
City/state/zip Old Westbury, NY 11568  
Business address 233 East Shore Road, Suite 201  
City/state/zip Great Neck, NY 11023  
Telephone 516-466-6655  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable).

President 01 / 11 / 1994 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 100% ownership of SVAM International, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_  
If Yes, provide details. Owner of North Shore Technologies, SVAM Int'l de Mexico, Forte Holding and 280 PAN. Owner of Interactive Communications & Systems (USA) Inc. until 9/1/2015 and currently an officer.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. *see attached*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization, listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

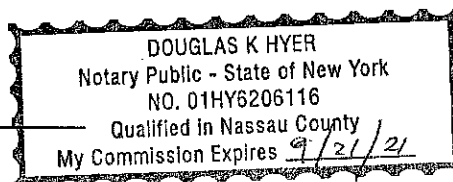
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of April 2018

Douglas K Hyer  
Notary Public



SVAM International, Inc.  
Name of submitting business

Anil Kapoor  
Print name

Douglas  
Signature

President & CEO  
Title

4, 11, 2018  
Date



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name VIKAS DHABLANIA  
Date of birth 10/03/1967  
Home address 140 PCAINVUE RD  
City/state/zip WOODBURY, NY 11797  
Business address 233 EAST SHORE RD. SUITE 209  
City/state/zip GREAT NECK, NY 11023  
Telephone 516-466-6655 ETN: 214  
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) CHIEF OPERATING OFFICER 01/01/2000 - till date

3. Do you have an equity interest in the business submitting the questionnaire?  
YES      NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO X;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO X  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

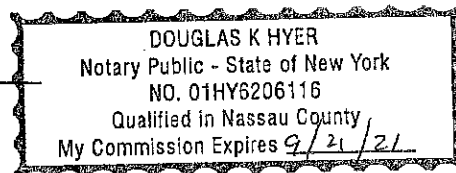
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Vikas Dhablania, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of April 2018

Douglas K Hyer  
Notary Public



SVAM International, Inc.  
Name of submitting business

Vikas Dhablania  
Print name

Vikas Dhablania  
Signature

Chief Operating Officer  
Title

4, 11, 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ASHIMA KAPOOR  
Date of birth 09/15/1966  
Home address 14 FORTE DRIVE  
City/state/zip OLD WESTBURY, NY 11568  
Business address 233 EAST SHORE ROAD, STE 201  
City/state/zip GREAT NECK, NY - 110023  
Telephone 516-466-6655  
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 01/01/1995 Partner     /     /      
Vice President     /     /      
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO      
If Yes, provide details. INTERACTIVE COMMUNICATIONS & SYSTEMS  
(USA) Inc.

www.icsus.com

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

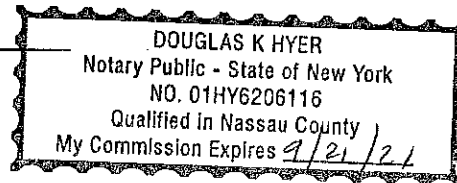
**CERTIFICATION**

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I, Ashima Kapoor, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of April 2018

[Signature]  
Notary Public



SVAM International, Inc.  
Name of submitting business

Ashima Kapoor  
Print name

[Signature]  
Signature

Chief Financial Officer  
Title

4 / 11 / 2018  
Date



# Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is “none” or “not-applicable.”  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/11/2018

1) Proposer's Legal Name: SVAM International, Inc.

2) Address of Place of Business: 233 East Shore Road, Suite 201, Great Neck, NY 11023

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): NONE

Phone : 516-466-6655

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 94-642-3985

5) Federal I.D. Number: 11-3190965

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding, 280 PAN

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: SVAM affiliates listed in response to #8.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract): \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets: \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. SVAM would take any and all procedures necessary to assure the County that a conflict of interest would not exist for our firm in the future.

## ATTACHMENTS 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.

SVAM International, Inc. Corporate Capabilities Document provided.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; Incorporated in NYS on January 11, 1994.  
ii) Name, addresses, and position of all persons having a financial interest in the company; including shareholders, members, general or limited partner;

Anil Kapoor, President & CEO  
SVAM International, Inc.  
233 East Shore Road  
Great Neck, NY 11023

- iii) Name, address and position of all officers and directors of the company;

Vikas Dhablania, Chief Operating Officer  
Ashima Kapoor, Chief Financial Officer  
Joe Marchese, Managing Director  
Michael Capilets, Managing Director  
Manav Bhasin, Managing Director  
CV Kumar, Managing Director  
Mohinder Singh Taneja, Managing Director  
Ajay Malhotra, Executive VP  
Vish Rajagopalan, Director HR & Global Talent Acquisition  
Allen Goldin, Director Business Development

(All of the officers and directors are located at the same Great Neck, NY headquarters Address)

- iv) State of incorporation (if applicable); New York State

v) The number of employees in the firm; 600

vi) Annual revenue of firm; \$33M

- vii) Summary of relevant accomplishments

MBE Certified – NYS, NYC, Nassau County  
CMMI Level 3 Certified  
CMMI Level 5 Approved  
ISA 9001:2008 Certified

ISO 27001:2013 Certified

LISA Award Winner

MoProSoft Level 2 Certified

Microsoft Gold partner

- vii) Copies of all state and local licenses and permits.  
NYC and NYS MBE Certifications attached

B. Indicate number of years in business. 23+ years since January 11, 1994

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

SVAM has experience providing Supplemental Staffing Services to the Nassau County Department of IT since the original contracts.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYC Department of Environmental Protection (DEP)

Contact Person Cecil McMaster

Address 59-17 Junction Blvd.

City/State Flushing, NY 11373

Telephone 718-595-6285

Fax # \_\_\_\_\_

E-Mail Address cmcmaster@dep.nyc.gov

## SVAM References

Company: City University of New York (CUNY)

Contact Person: Suman Taneja

Address: 395 Hudson Street

City/State: New York, NY 10014

Telephone: 609-636-1272

E-Mail Address: [suman.taneja@mail.cuny.edu](mailto:suman.taneja@mail.cuny.edu)

Company: NYC Human Resources Administration (HRA)

Contact Person: Prashant Thakker

Address: 150 Greenwich Street

City/State: New York, NY 10007

Telephone: 646-235-6208

E-Mail Address: [thakkerp@hra.nyc.gov](mailto:thakkerp@hra.nyc.gov)

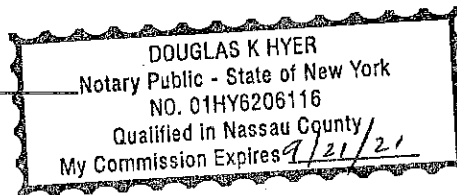
## CERTIFICATION

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I, ANIL KAPOOR, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of April 2018

Douglas K Hyer  
Notary Public



Name of submitting business: SVAM International, Inc.

By: ANIL KAPOOR  
Print name  
[Signature]  
Signature

President & CEO  
Title

4 / 11 / 2018  
Date

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

Dear Mr. Anil Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Minority Business Enterprise (MBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee  
Director of Certification Operations



# **Empire State Development**

New York State Department of Economic Development  
633 Third Avenue New York New York 10017 Tel 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

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SVAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-I-0139: COMPUTER INTEGRATED SYSTEMS DESIGN  
ESD-I-0147: COMPUTER AUTOMATION  
ESD-I-2101: COMPUTER TECH SUPPORT  
ESD-I-2119: INFORMATION TECHNOLOGY DESIGN  
ESD-I-2172: CONTRACT STAFFING  
ESD-L-2043: COMPUTER CONSULTING  
NAICS-541512: COMPUTER SYSTEMS DESIGN CONSULTING SERVICES



**Small Business  
Services**

**Maria Torres-Springer**  
Commissioner

**Kerri Jew**  
Deputy Commissioner

**Division of Economic &  
Financial Opportunity**

**110 William Street**  
New York, NY 10038

**212.513.6300 tel.**  
**212.618.8891 fax**

02/26/2015

**Anil Kapoor**  
President

**Svam International, Inc**  
233 East Shore Road, Suite 201  
Great Neck, NY 11023-9999

Tax ID/SSN #: xx-xxx0965  
FMS ID #: 0000597703

**RE: MBE Certification**

Dear Anil Kapoor:

The Department of Small Business Services, ("SBS"), hereby certifies your firm pursuant to Title 66, Chapter 11, Subchapter B of the Rules of The City of New York, governing the Minority and Woman-owned Business Enterprise Program. This certification remains in effect until 02/27/2020, but may be reviewed prior to the expiration date.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s). To update your business enterprise's information, create an account online at the [SBS Certification Self Service Portal](#) website. Once you've created an account, you will need to connect to your existing business records by using the following PIN 1001Z6V291P. Instructions on how to use your PIN can be found at the [SBS Certification Self Service Portal](#). Go to "Manage My Records" in your online account to update your business enterprise's information. In addition, you can use your online account to submit your annual affidavit and renew expired certifications.

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Directory of Certified Businesses ([www.nyc.gov/buycertified](http://www.nyc.gov/buycertified)) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email [btzhelp@sbs.nyc.gov](mailto:btzhelp@sbs.nyc.gov) or call at 212-513-6444.

SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access NYC Business Solutions by visiting [www.nyc.gov/businesssolutions](http://www.nyc.gov/businesssolutions) or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or [nybs@sbs.nyc.gov](mailto:nybs@sbs.nyc.gov).

Sincerely,

**Alfred O. Milton**  
Director of Certification

110 William Street • New York, NY 10038  
Tel. 212.513.6300 \* FAX 212.618.8891 \* TDD 212.513.6306  
[www.nyc.gov](http://www.nyc.gov)



Division of Economic and Financial Opportunity

# MBE Certificate

**Svam International, Inc**

*This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).*

Certificate Number: MWCERT-7857

Expires on:

**2/27/2020**

Bill de Blasio, Mayor

A handwritten signature in dark ink, appearing to read "Bill de Blasio", written over a horizontal line.

Maria Torres-Springer, Commissioner

A handwritten signature in dark ink, appearing to read "Maria Torres-Springer", written over a horizontal line.



Division of Economic and Financial Opportunity  
110 William Street, New York, NY 10038  
212-513-6311  
[www.nyc.gov/sbs](http://www.nyc.gov/sbs)

***MBE CERTIFIED***

**Syam International, Inc**

**Certificate Number: MWCERT-7857**

**Expires on: 2/27/2020**

## SVAM INTERNATIONAL de MEXICO Government Projects

The following is a list of projects and services that SVAM INTERNATIONAL de Mexico has provided to Government organizations during the past 3 years.

1. GRP is a project developed for Cinvestav Tamaulipas. The project was divided into phases starting with analysis in June 2012 and currently under development of phase 3. The first phase was a business process analysis in which we covered all departments, interactions between departments and dependencies. The main goal was to provide the customer with a global vision of his process and a road map for development. After the first phase, the customer selected the main modules required by the Cinvestav to build the core of the system. The project developed for this phase was Sepcop. Sepcop, an Electronic Payment and Budget Control System, is a web based program developed for CINVESTAV Tamaulipas. This system provides a virtual framework for helping CINVESTAV Tamaulipas to use this new method of spending, keeping track of their budget and generating reports. Currently, they are working on the third phase of this project which consists of the acquisitions and budget control modules. The total cost of the project thus far is 110,000 USD.
2. Electronic Invoicing is a requirement by SAT (Mexico's IRS department) in which invoices need to be validated, certified and stamped with their requirements in order to be valid and issued as deductible for tax purposes; SVAM de Mexico are currently providers of this Electronic Invoicing Process for several State Government Organizations in Tamaulipas since December 2012 with more than 280,000 invoices stamped.

Customers include:

1. Health Secretary.
  2. General Hospital.
  3. Finance Secretary.
  4. Fondo Tamaulipas.
  5. COMAPA Tampico (Water Services Company).
  6. COMAPA Victoria (Water Services Company).
  7. Tamatan Zoo.
  8. Tamaulipas Education for Adults Institute.
  9. Abasolo Municipal Government.
  10. Tamaulipas Sports Institute.
3. Other projects developed for the Tamaulipas State Government include the Kiosk application for the Civil Records Department. This Kiosk application is a self-service

system running on special hardware, capable of printing official certificates like (Birth, Marriage, Divorce and Death) and can receive payments for the services provided. This project was executed from August 2014 to February 2015, with a total cost for hardware and software of 100,000 USD.

4. COMAPA Tampico is a local organization which controls the water services in the Tampico Tamaulipas area. Their operations are based on the SAP R3 ERP. SVAM International Mexico has provided SAP Functional Support Services for the HR Module, implementing SAP standard solution processes, executing them since February 2014 to the present, at a project cost of 30,000 USD.
5. Another project developed by SVAM was the "School control and statistics system" for the Education Secretary in the Tamaulipas State Government. The main purpose of this application is to automate the process for high school and university student enrollment and score registration, enabling the retrieving of relevant statistics for the decision makers. This project was executed from June 2013 to June 2014. This project investment is approximately 400,000 USD.
6. For the Tamaulipas State Government, SVAM Mexico is providing the Supplier portal project that currently is in the analysis phase and will be a web page application to enable XML files representatives to access Invoices of Government State for income and different types of payments and travel expenses, interacting with an SAP ERP database to retrieve and update information according to internal business rules. This project will assist with the electronic storage of invoices to use for different legal requirements in Mexico. This project also will provide the government customers with a tool to verify if an uploaded invoice was paid. The execution of this project is scheduled from March 2015 to June 2015 at a cost of 35,000 USD.

SVAM INTERNATIONAL DE MEXICO S DE RL DE CV  
LIST OF CONTRACTS SIGNED WITH STRAITING CLIENTS

NUMBER	CLIENT NAME	PERIOD
1	TIEDAS GRAND, S.A. DE C.V.	Automatic renewal
2	ARECON, S.A. DE C.V.	September 2013 - March 2014
3	TRW VEHICLE SAFETY SYSTEMS DE MEXICO S DE RL DE CV	April 2014 - December 2016
4	TRW SISTEMAS DE DIRECCIONES S DE RL DE CV	May 2014 - December 2016
5	TELEPLAN DE MEXICO SA DE CV	May 2014 - December 2016
6	JOHNSON CONTROLS DE SERVICIOS MEXICO S DE RL DE CV	January - June 2015
7	TRW OCCUPANT RESTRAINTS DE CHIHUAHUA S DE RL DE CV	April 2015 - December 2016
8	TRW STEERING WHEEL SYSTEMS DE CHIHUAHUA S DE RL DE CV	April 2015 - December 2016
9	FRANWELL, INC	July 2015
10	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITECNICO NACIONAL	July 2015 - September 2016
11	FRANWELL, INC	September 2015 - October 2016
12	FRENOS Y MECANISMOS S DE RL DE CV	January - December 2016
13	TRW SISTEMAS DE FRENADO S DE RL DE CV	January - December 2016
14	EUROFREN INVESTMENT S. DE R.L. DE C.V.	July - December 2016

SVAM INTERNATIONAL DE MÉXICO, S. DE C.V. DE CV  
LIST OF CONTRACTS SIGNED WITH SOLUTIONS CLIENTS

NUMBER	CLIENT NAME	PERIOD
1	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - November 2013
2	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - December 2013
3	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - January 2014
4	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2013 - September 2014
5	CONSULTORA MEXICANA DE NEGOCIOS	January - February 2014
6	COMAPA ZONA CONURBADA	March - December 2014
7	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2014 - September 2015
8	COMAPA ZONA CONURBADA	April - December 2015
9	COMAPA ZONA CONURBADA	September - December 2016
10	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	September - December 2014
11	FIDEICOMISO FONDO MIXTO - CONACYT	September 2015 - August 2016
12	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2015 - September 2016
13	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	December 2014 - April 2015
14	SECRETARÍA DE FINANZAS DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	April 2015 - June 2016
15	VITEMEX	August 2016 - February 2017
16	SCHOOLAR TECHNOLOGIES LLC	May - September 2016
17	SCHOOLAR TECHNOLOGIES LLC	October - December 2016
18	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL	December 2016



## North Shore Technologies Contracts

- |   |   |               |
|---|---|---------------|
| 1. New Okhla Industrial Development Authority | - | February 2016 |
| 2. Access Financial International             | - | July 2013     |
| 3. AAM Foundation                             | - | July 2014     |

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International, Inc.

Address: 233 East Shore Road, Suite 201

City, State and Zip Code: Great Neck, NY 11-23

2. Entity's Vendor Identification Number: 11-3180985

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co X Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Vikas Dhablani, 140 Plainview Road, Woodbury, NY 11797

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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11797

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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.

Interactive Communications & Systems (USA) Inc. - affiliated company

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280 PAN Inc. - affiliated company

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Forte Holding Corp - affiliated company

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North Shore Technologies - affiliated company

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SVAM International de Mexico - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed: 

Print Name: Anil Kapoor

Title: President & CEO

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**COUNTY OF NASSAU**  
**CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM**

1. Name of the Entity: Interactive Communications & Systems (USA) Inc.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 11-3275989

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

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.

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

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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.

SVAM International, Inc. - Parent Company

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280.PAN Inc. - affiliated company

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Forte Holding Corp - affiliated company

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North Shore Technologies - affiliated company

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SVAM International de Mexico - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed: 

Print Name: Anil Kapoor

Title: President & CEO



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 280 PAN INC.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 11-3173561

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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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.

SVAM International, Inc. - Parent Company

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Interactive Communications & Systems (USA) Inc. - affiliated company

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Forte Holding Corp - affiliated company

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North Shore Technologies - affiliated company

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SVAM International de Mexico - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

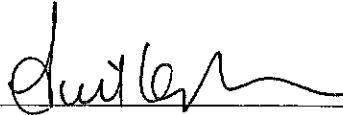
NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed: \_\_\_\_\_



Print Name: Anil Kapoor

Title: President & CEO

**Page 4 of 4**

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COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FORTE HOLDING CORP.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 26-3852049

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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SVAM International, Inc. - Parent Company

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280 PAN - affiliated company

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North Shore Technologies - affiliated company

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SVAM International de Mexico - affiliated company

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Interactive Communications & Systems (USA) Inc. - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

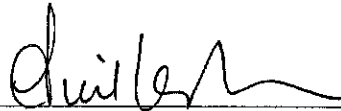
None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed:



Print Name: Anil Kapoor

Title: President & CEO



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**COUNTY OF NASSAU**  
**CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM**

1. Name of the Entity: North Shore Technologies Pvt Ltd

Address: Logix Techno Park, 1st Fl, Tower B, Plot #5, Sector # 127

City, State and Zip Code: Noida - 201301, UP INDIA

2. Entity's Vendor Identification Number: AAACN9477H

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co ☒ Closely Held Corp affiliated Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Dr, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Dr, Old Westbury, NY 11568

Ajay Kumar Zalpuri, Tower B, 1st Fl, Sector 127, Noida 201301

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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

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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.

SVAM International, Inc. - Parent Company

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280 PAN - affiliated company

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Interactive Communications & Systems (USA) Inc. - affiliated company

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Forté Holding Corp - affiliated company

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SVAM International de Mexico - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed: 

Print Name: Anil Kapoor

Title: President & CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate-making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International de Mexico

Address: Av. del Software S/N, Parque Cientifico y Tecnologico TECHNOTAM

City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138

2. Entity's Vendor Identification Number: SIM080812HKO

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co x Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

Robert Hart - 11332 Seaside Lane, Frisco, TX 75035

Satya Sharma - 6 Kenwood St, Setauket, NY 11733

Yacov Shamash - 7 Quaker Hill Rd, Stony Brook, NY 11790

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

Robert Hart - 11332 Seaside Lane, Frisco, TX 75035

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Yacov Shamash - 7 Quaker Hill Rd, Stony Brook, NY 11790

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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.

SVAM International, Inc. - Parent Company

---

280 PAN - affiliated company

---

Interactive Communications & Systems (USA) Inc. - affiliated company

---

Forte Holding Corp - affiliated company

---

North Shore Technologies - affiliated company

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 04/10/2018

Signed: 

Print Name: Anil Kapoor

Title: President & CEO



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

### AMENDMENT # 3

THIS AMENDMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SVAM International, Inc., a New York corporation, having its principal office at 233 East Shore Road, Suite 201, Great Neck, NY 11023 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, the County currently receives the Services from several different providers under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under a separate contract with the County; and

WHEREAS, pursuant to County contract number CQIT15000017 between the County and the Contractor, executed on behalf of the County on November 16, 2015, and subsequently amended on February 23, 2017 and October 25<sup>th</sup>, 2017 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from November 16, 2015 to November 15, 2018 (the "Term"); and

WHEREAS, the Original Agreement contains two (2) renewal options; and

WHEREAS, the Maximum Amount, as defined in the Agreement, is Two Million Nine Hundred Thousand Dollars (\$2,900,000.00); and

WHEREAS, the County is in the process of transitioning to a new enterprise resource planning system (the "ERP System");

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System;

WHEREAS, the County desires to renew the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; and

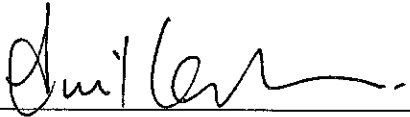
WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Renewal. The County hereby exercises its two (2) renewal options extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended herein, shall be November 15, 2020, unless terminated sooner in accordance with the provisions of the Original Agreement.
2. Maximum Amount. The Maximum Amount shall be increased by Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Five Million, Three Hundred Thousand Dollars (\$5,300,000.00).
3. Encumbrance. The Contractor understands that One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered under this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

**SVAM INTERNATIONAL, INC.**

By:   
Name: ANIL KAPOOR  
Title: PRESIDENT & CEO  
Date: 4/11/2018

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

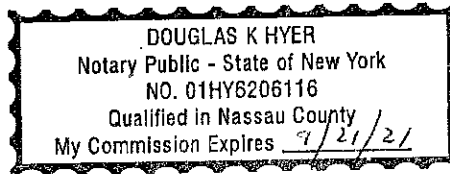
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
 ) ss.:  
COUNTY OF NASSAU )

On the 11<sup>th</sup> day of April in the year 2018 before me personally came  
Anil Kapoor to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is the  
President & CEO of SVAM International, Inc., the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name thereto  
by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Douglas K Hyer*



STATE OF NEW YORK)  
 ) ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came  
\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy  
County Executive of the County of Nassau, the municipal corporation described herein and which  
executed the above instrument; and that he or she signed his or her name thereto pursuant to  
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Rampart Brokerage Corp.</b> <b>1983 Marcus Avenue, Suite C130</b> <b>Lake Success, NY 11042</b> <b>516 538-7000</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 516 538-7000</b> <b>FAX (A/C, No): 15163903555</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> <b>SVAM International, Inc.</b> <b>233 East Shore Road # 201</b> <b>Great Neck, NY 11023</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: St. Paul Guardian Insurance</b> <b>INSURER B: Travelers Indemnity Company</b> <b>INSURER C: Ace American Ins. Co.</b> <b>INSURER D: Federal Insurance Co</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>24775</b> <b>25658</b> <b>22667</b> <b>20281</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>	x	x	ZLP12T361341	03/25/2018	03/25/2019	<b>EACH OCCURRENCE \$1,000,000</b> <b>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000</b> <b>MED EXP (Any one person) \$10,000</b> <b>PERSONAL &amp; ADV INJURY \$1,000,000</b> <b>GENERAL AGGREGATE \$2,000,000</b> <b>PRODUCTS - COMP/OP AGG \$2,000,000</b> <b>\$</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS NON-OWNED AUTOS</b>		x	BA5993P63117	03/25/2018	03/25/2019	<b>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000</b> <b>BODILY INJURY (Per person) \$</b> <b>BODILY INJURY (Per accident) \$</b> <b>PROPERTY DAMAGE (Per accident) \$</b> <b>\$</b>
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$10000</b>	x	x	ZUP12T363671	03/25/2018	03/25/2019	<b>EACH OCCURRENCE \$10,000,000</b> <b>AGGREGATE \$10,000,000</b> <b>\$</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>		x	HOUB0D363512	03/25/2018	03/25/2019	<input type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> <b>E.L. EACH ACCIDENT \$1,000,000</b> <b>E.L. DISEASE - EA EMPLOYEE \$1,000,000</b> <b>E.L. DISEASE - POLICY LIMIT \$1,000,000</b>
C	<b>Professional Liab</b>			G46618531 002	03/25/2018	03/25/2019	<b>5,000,000 Aggregate</b> <b>50,000 Retention</b>
D	<b>Crime</b>			68032971	10/20/2017	10/30/2018	<b>5,000,000 \$15,000 Deduc</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All coverages are subject to policy terms, conditions and exclusions. \*\*included under E&O policy

#G46618531002 - Cyber Incident Response Fund/Cyber Incident Response Team - \$5,000,000 subject to \$50,000 retention. Network Extortion \$5,000,000 subject to \$50,000 retention.

Certificate holder is included as additional insured as required by written contract or agreement with respect to the general liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau  
 240 Old Country Road  
 Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Stanley Spornis*

### AMENDMENT # 3

THIS AMENDMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SVAM International, Inc., a New York corporation, having its principal office at 233 East Shore Road, Suite 201, Great Neck, NY 11023 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, the County currently receives the Services from several different providers under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under a separate contract with the County; and

WHEREAS, pursuant to County contract number CQIT15000017 between the County and the Contractor, executed on behalf of the County on November 16, 2015, and subsequently amended on February 23, 2017 and October 25<sup>th</sup>, 2017 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from November 16, 2015 to November 15, 2018 (the "Term"); and

WHEREAS, the Original Agreement contains two (2) renewal options; and

WHEREAS, the Maximum Amount, as defined in the Agreement, is Two Million Nine Hundred Thousand Dollars (\$2,900,000.00); and

WHEREAS, the County is in the process of transitioning to a new enterprise resource planning system (the "ERP System");

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System;

WHEREAS, the County desires to renew the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; and

WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

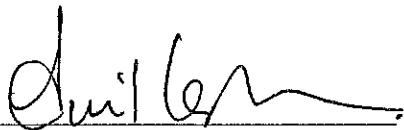
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Renewal. The County hereby exercises its two (2) renewal options extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended herein, shall be November 15, 2020, unless terminated sooner in accordance with the provisions of the Original Agreement.
2. Maximum Amount. The Maximum Amount shall be increased by One Million, Eight Hundred Thousand Dollars (\$1,800,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Four Million, Seven Hundred Thousand Dollars (\$4,700,000.00).
3. Encumbrance. The Contractor understands that One Million, Four Hundred Thousand Dollars (\$1,400,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered under this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.



IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

**SVAM INTERNATIONAL, INC.**

By: 

Name: ANIL KAPOOR

Title: PRESIDENT & CEO

Date: 4/11/2018

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

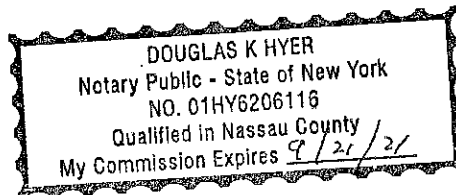
PLEASE EXECUTE IN BLUE INK

) ss.:

On the 11<sup>th</sup> day of April in the year 2018 before me personally came Anil Kapoor to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President & CEO of SVAM International, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Don't K. Kyr



) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Client#: 46703

SVAMI

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 516 538-7000 FAX (A/C, No): 15163903555 E-MAIL: ADDRESS:															
<b>INSURED</b> SVAM International, Inc. 233 East Shore Road #201 Great Neck, NY 11023		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: St. Paul Guardian Insurance</td> <td>24775</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Ace American Ins. Co.</td> <td>22687</td> </tr> <tr> <td>INSURER D: Federal Insurance Co</td> <td>20281</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: St. Paul Guardian Insurance	24775	INSURER B: Travelers Indemnity Company	25658	INSURER C: Ace American Ins. Co.	22687	INSURER D: Federal Insurance Co	20281	INSURER E:		INSURER F:	
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INSURER F:																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ZLP12T361341	03/25/2018	03/25/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	BA5993P63117	03/25/2018	03/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	ZUP12T363671	03/25/2018	03/25/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	HOUB0D363512	03/25/2018	03/25/2019	W/C STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional Liab</b>			G46618531 002	03/25/2018	03/25/2019	5,000,000 Aggregate 50,000 Retention
D	<b>Crime</b>			68032971	10/20/2017	10/30/2018	5,000,000 \$15,000 Deduc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All coverages are subject to policy terms, conditions and exclusions. \*\*Included under E&O policy #G46618531002 - Cyber Incident Response Fund/Cyber Incident Response Team - \$5,000,000 subject to \$50,000 retention. Network Extortion \$5,000,000 subject to \$50,000 retention.  
 Certificate holder is included as additional insured as required by written contract or agreement with respect to the general liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Contract ID#: COIT15000017



Department: Information Technology

**E-173-15**

## Contract Details

SERVICE Supplemental Staffing

NIFS ID #: COIT15000017

NIFS Entry Date: 7/07/2015

Term: from Execution to 3 Years  
11/16/15 - 11/15/18

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES#			

## Agency Information

Vendor	
Name SVAM International, Inc.	Vendor ID# 113190965-01
Address 233 East Shore Road # 201 Great Neck, NY 11023	Contact Person Allen Goldin
	Phone (516) 466-6655 x218

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vandana Maunich
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571-4265	

## Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	FOR APPROVAL/INITIALS
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	Contractor Registered NIFS Approval	7/14/15		
7/17/15	County Attorney	CA RE & Insurance Verification	7/17/15		
7/21/15	County Attorney	CA Approval as to form	7/21/15		
	Legislative Affairs	Fw'd Original Contract to CA	8/2/15		
	County Attorney	NIFS Approval	8/11/15		
	Comptroller	NIFS Approval	10/22/15		
9/2/15	County Executive	Notarization Filed with Clerk of the Leg.	9/2/15		

Contract ID#: CQIT15000017



Department: Information Technology

## Contract Summary

### Description:

Supplemental staffing services for Nassau County's information technology projects that require additional staffing.

### Purpose:

The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any Statement of Work ("SOW") issued by NCIT for which the vendor is qualified to provide services.

This contract will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes while allowing NCIT to procure supplemental staffing services quickly on an as-needed basis thus ensuring County Departments enjoy uninterrupted service.

The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skillsets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.

Method of Procurement: Request for Proposal.

### Procurement History:

The contract was entered into after a written request for proposals was issued on January 20<sup>th</sup>, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Nelland, Ira Hill, Alex Demato, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.

### Description of General Provisions:

1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.
2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.
3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:
  - a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.
  - b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.
  - c. Submitting any forms that NCIT requires to be submitted with SOW responses.
- All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.
- NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.

### Impact on Funding / Price Analysis:

The maximum amount for full consideration for all services under this Agreement shall not exceed \$7,500,000.00. However, no monies are being encumbered at this time. All monies will be encumbered on an as-needed basis, whenever services are required.

Change in Contract from Prior Procurement: N/A.

Recommendation: Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

FUND ANAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	<input type="checkbox"/>	
County		\$0.01
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$0.01

LINE	ITEM/PROJECT CODE	AMOUNT
1	ITGEN1000/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i> Date: <i>9/22/15</i>	
Name: <i>[Signature]</i> Date: <i>10/22/15</i>		Name: <i>[Signature]</i> Date: <i>10/22/15</i>		E #: _____ (For Office Use Only)	

E-173-15

RULES RESOLUTION NO. <sup>221</sup>2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,  
AND SVAM INTERNATIONAL INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-9-15  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with SVAM International Inc. ("SVAM") for  
supplemental staffing 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 said amendment to  
the above referenced agreement with SVAM.

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:** SVAM International Inc.

**CONTRACTOR ADDRESS:** 233 East Shore road #201, Great Neck, NY  
11023

**FEDERAL TAX ID #:** 113190965-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were 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 RFI (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

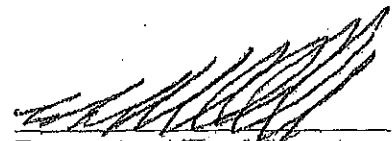
**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

- ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
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.



June 11, 2015

To Whom It May Concern

This is to confirm that the following are Officers and Managers of SVAM International, Inc.

<u>Name</u>	<u>Title</u>	<u>% of Ownership</u>
Anil Kapoor	President & CEO	100%
Vikas Dhablania	COO	
Ashima Kapoor	CFO	
Allen Goldin	Director	

Thank you,

A handwritten signature in cursive script that reads 'Allen Goldin'.

Allen Goldin

Director

**SVAM INTERNATIONAL, INC.**233 EAST SHORE RD., SUITE 201  
GREAT NECK, NY 11023JPMorgan Chase Bank, N.A.  
www.Chase.com

1-2-210

6/12/2015

PAY TO THE  
ORDER OF

Nassau County

\$ \*\*533.00

Five Hundred Thirty-Three and 00/100\*\*\*\*\*

DOLLAR

Nassau County  
Office of Community Development  
40 Main Street, 1st floor  
Hempstead, NY 11550

MEMO

Administrative Fee

  
AUTHORIZED SIGNATURE

⑈001768⑈ 1021000021⑈

692639318⑈

SVAM INTERNATIONAL, INC.

Nassau County  
Office Expenses

6/12/2015

171

533.00

A/C 692639318

Administrative Fee

533.00

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,  
AND SVAM INTERNATIONAL INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with SVAM International Inc. ("SVAM") for  
supplemental staffing 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 said amendment to  
the above referenced agreement with SVAM.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) SVAM International, Inc., a New York corporation, having its principal office at 233 East Shore Road, Suite 201, Great Neck, NY 11023 (the "Contractor").

### WITNESSETH:

WHEREAS, a new Request for Proposals for supplemental staffing services (the "RFP") was issued on January 20, 2015; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

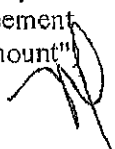
WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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 the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Supplemental Staffing Services Scope of Services & Procedures") attached hereto and incorporated herein by reference.

24 Payment. (a) Amount of Consideration, (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) ("Maximum Amount")



Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

(h) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(i) Payments in Connection with Termination or Notice of Termination. Unless a

provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such Services or during the term of a Stop Work Order.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. 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).

7. 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.

8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.



(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The 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. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor 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 Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a

reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under an SOW.

(f) The provisions of this subsection shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

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.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

#### 11. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any

contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

12. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the

parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

### 13. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable,

then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) The provisions of this Section shall survive termination of the Agreement.

14. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

15. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if

any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

16. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (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 rated A- VIII or better by A.M. Best's or its equivalent, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.



(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

18. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. 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.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

20. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the

earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22. 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 convenience. 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.

23. 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 Office of General Counsel, with a copy to 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.

24. 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.

25. 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.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

28. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural

calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

30. 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).

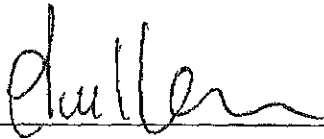
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

31. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

**SVAM International Inc.**


By: 

Name: Anil Kapoor

Title: President

Date: 6/15/2015

**NASSAU COUNTY**

By: 

Name: Charles Rasmussen

Title: Deputy County Executive

Date: 11/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
) ss.:  
COUNTY OF NASSAU )

On the 15<sup>TH</sup> day of June in the year 2015 before me personally came  
Anil Kapoor to me personally known, who, being by me duly sworn,  
did depose and say that he or she resides in the County of Nassau; that he or  
she is the President of SVAM International, Inc., the  
Corporation described herein and which executed the above instrument; and that he or she  
signed his or her name thereto by authority of the board of directors of said Corporation.

NOTARY PUBLIC

MELINDA GARRION  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Queens County  
Commission Expires December 16, 2017

*Melinda Garrion*  
6/15/15

STATE OF NEW YORK)  
) ss.:  
COUNTY OF NASSAU )

On the 10 day of November in the year 2015 before me personally  
came Charles Ribando to me personally known, who, being by me duly sworn,  
did depose and say that he or she resides in the County of Nassau; that he or she  
is a Deputy County Executive of the County of Nassau, the municipal corporation  
described herein and which executed the above instrument; and that he or she signed his or  
her name thereto pursuant to Section 205 of the County Government Law of Nassau  
County.

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Nassau County  
Commission Expires April 02, 2016

*Concetta A. Petrucci*

## **APPENDIX A**

### **SUPPLEMENTAL STAFFING SERVICES SCOPE OF SERVICES & PROCEDURES**

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the twenty-nine (29) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix C ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

#### **Individual Statements of Work**

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.



Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

#### **Contractor Reporting/Documentation**

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

#### **Other Considerations**

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

**Pricing Schedule (Total Firm Fixed Prices)**

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

**Contractor Performance Criteria**

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

**1. Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, for any reason, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.

Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor *must* warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation

of a skill set, experience level, or professional manner lapses.

**2. Personnel Substitution.**

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

**Contractor Disqualification**

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

**Deliverables**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

**Change Management Request**

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement

have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

## **APPENDIX B COST PROPOSAL**

### **Support Service Categories**

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

**APPENDIX B  
COST PROPOSAL**

**Support Service Categories**

Support Service Category Number	Support Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services			
2	Clerical Support Services			
3	Help Desk Support Services	\$60.00	\$75.00	\$85.00
4	Desktop Support Services	\$60.00	\$75.00	\$85.00
5	Database Management Services	\$100.00	\$120.00	\$140.00
6	EDMS Services	\$110.00	\$130.00	\$150.00
7	IT Training Services			
8	Electronic Commerce/ EDI Services	\$105.00	\$120.00	\$135.00
9	Project Management Services	\$100.00	\$125.00	\$150.00
10	Microsoft Exchange Services	\$80.00	\$95.00	\$115.00
11	Computer Programming Services	\$100.00	\$125.00	\$150.00
12	System Programming Services	\$80.00	\$100.00	\$120.00
13	GIS Services	\$110.00	\$125.00	\$140.00
14	IT Support Staff Services – Data Center Operations	\$70.00	\$85.00	\$105.00
15	Network Security Services	\$125.00	\$150.00	\$175.00
16	Computer Systems Security Services	\$105.00	\$125.00	\$150.00
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$60.00	\$75.00	\$85.00
18	Technical Writing Services	\$80.00	\$90.00	\$105.00
19	Computer Systems Analysis Support Services	\$100.00	\$125.00	\$150.00
20	Unix and Linux System Administration Services	\$85.00	\$105.00	\$125.00
21	Web Environment Services	\$85.00	\$100.00	\$115.00
22	Software Engineering Services	\$95.00	\$115.00	\$135.00
23	Database Technical Services	\$95.00	\$110.00	\$130.00
24	Application Services for Servers/Blades	\$100.00	\$125.00	\$150.00
25	Wiring Technical Services			
26	Wireless Networking Services			
27	Network Support Services	\$75.00	\$90.00	\$110.00
28	Server Support Services	\$85.00	\$105.00	\$125.00
29	Project Support Services	\$100.00	\$125.00	\$150.00

# **APPENDIX C** **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

## **Qualification Levels**

<b>Level 1</b> – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
<b>Level 2</b> – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
<b>Level 3</b> – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

## **Support Service Categories**

Support Service Category Number	Support Service Category	Description
1	Labor Support Services	Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.  Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
2	Clerical Support Services	Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>3</b>	<b>Help Desk Support Services</b>	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>4</b>	<b>Desktop Support Services</b>	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>5</b>	<b>Database Management Services</b>	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>



**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

Support Service Category Number	Support Service Category	Description
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
7	IT Training Services	<p>Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>8</b>	<b>Electronic Commerce/ EDI Services</b>	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>9</b>	<b>Project Management Services</b>	<p>Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.</p>
<b>10</b>	<b>Microsoft Exchange Services</b>	<p>Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
11	<b>Computer Programming Services</b>	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
12	<b>System Programming Services</b>	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	<b>GIS Services</b>	<p>Services specific to various forms of Geographic Information Systems (GIS):</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
14	<b>IT Support Staff Services – Data Center Operations</b>	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	<b>Network Security Services</b>	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>
16	<b>Computer Systems Security Services</b>	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>17</b>	<b>Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)</b>	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>18</b>	<b>Technical Writing Services</b>	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

Support Service Category Number	Support Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b><u>Programmatic Support</u></b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b><u>Technical Support</u></b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>22</b>	<b>Software Engineering Services</b>	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
<b>23</b>	<b>Database Technical Services</b>	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
<b>24</b>	<b>Application Services for Servers/Blades</b>	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.
<b>25</b>	<b>Wiring Technical Services</b>	Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.  Must have and maintain a valid and clean driver's license. Must be able to provide transportation.

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
26	<b>Wireless Networking Services</b>	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	<b>Network Support Services</b>	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	<b>Server Support Services</b>	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>



**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

Support Service Category Number	Support Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**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:

i. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. 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.
- ii. 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.

- iii. 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 the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the

Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Anil Kapoor (Name)

233 East Shore Road, Suite 201, Great Neck, NY 11023 (Address)

516-466-6655 x215 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor \_\_\_\_\_ has   x   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has x has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

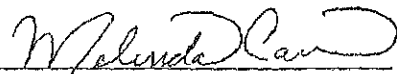
6/15/2015  
Dated

  
Signature of Chief Executive Officer

Anil Kapoor  
Name of Chief Executive Officer

Sworn to before me this

15<sup>th</sup> day of June, 2015

  
Notary Public

MELINDA CARRION  
Notary Public, State of New York  
No. 01CA8294194  
Qualified in Queens County  
Commission Expires December 16, 2017





24	Application Services for Servers/Blades	Steve Barry	Anthony Pagani	Design, development and maintenance of the County's communications network. This may include, but are not limited to, build out, testing, configuration, maintenance, problem diagnosis, issue resolution for routers, switches, firewalls, VPNs, servers, etc. This may include, but are not limited to, development, coding, debugging, testing, performance, disaster management, end-user training, training, documentation and project management.	1	2.00	1.00	1.00	
27	Network Support Services	Alex Dernaio	Rob McLean, Steve Barry	Design, development and maintenance of the County's communications network. This may include, but are not limited to, build out, testing, configuration, maintenance, problem diagnosis, issue resolution for routers, switches, firewalls, VPNs, servers, etc. This may include, but are not limited to, development, coding, debugging, testing, performance, disaster management, end-user training, training, documentation and project management.	1	1.00	1.00	1.00	3
28	Server Support Services	Steve Barry	Alex Dernaio	Design, development and maintenance of the County's communications network. This may include, but are not limited to, build out, testing, configuration, maintenance, problem diagnosis, issue resolution for routers, switches, firewalls, VPNs, servers, etc. This may include, but are not limited to, development, coding, debugging, testing, performance, disaster management, end-user training, training, documentation and project management.	1	2.00	1.00	1.00	4
29	Project Support Services	Donna Neiland		Design, development and maintenance of the County's communications network. This may include, but are not limited to, build out, testing, configuration, maintenance, problem diagnosis, issue resolution for routers, switches, firewalls, VPNs, servers, etc. This may include, but are not limited to, development, coding, debugging, testing, performance, disaster management, end-user training, training, documentation and project management.	1	4.00	1.00	2.00	7

Nassau County Department of Information Technology  
Edward P. Mangano - County Executive    Ed Eisenstein - Commissioner of Information Technology

## REQUEST FOR PROPOSALS

*Supplemental Staffing*

RFP #: IT0116-1501

Issue Date:

January 20, 2015

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Nassau County  
Long Island, New York

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## Request For Proposal (RFP)

### A. Introduction

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Supplemental Staffing Services ("Supplemental Staffing Services") to NCIT. The purpose of the RFP is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one or more vendors who NCIT determines to be eligible to provide Supplemental Staffing Services for procurement by NCIT. To the extent permitted by law, the County intends to include terms and conditions to allow municipalities and other governmental entities to "piggy back" onto/order services through the use of the contract awarded by the County to the winning proposer(s) pursuant to this RFP process.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

### B. Anticipated Proposal Schedule

RFP Issue Date	January 20, 2015
Bidder's Conference/Vendor Questions	February 4, 2015
Question Responses	February 23, 2015
Proposal Due Date	March 30, 2015
Oral Presentation, if necessary	Week of April 20, 2015
Award Date	On or about May 18, 2015

Dates indicated above are subject to change at the sole discretion of the County.

### C. Scope of Services

NCIT established the Scope of Services ("Scope") outlined below to implement and support County program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming Statements of Work ("SOWs") may request additional services and terms to support the goals of the County.

#### 1. Purpose.

The intent of this RFP is to identify Qualified Vendors that will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes. NCIT seeks to have under contract Qualified Vendors, who are ready, willing and able to provide Supplemental Staffing Services to the County.

*\*Qualified Vendors must be able to demonstrate the ability to "float" up to \$250,000 during billing reconciliation without an impact to service or individual staff members.*

The resulting contracts will enable NCIT to make use of Supplemental Staffing Services in a timely fashion while meeting more exacting quality standards and obtaining competitive prices from the marketplace thus ensuring County Departments enjoy uninterrupted service. To ensure that NCIT meets the objectives of its Supplemental Staffing Service Projects this RFP seeks to accomplish the following:

- Establish Qualified Vendor lists for Supplemental Staffing Services in a wide variety of Support Service Categories.
- Create a maximum rate per Support Service Category which Qualified Vendors can charge for specific skillsets.
- Permit a Qualified Vendor to offer less than the maximum rate per Support Service Category when requested to respond to a specific SOW.
- Permit a vendor to charge the highest rate between all required Support Service Categories at the level of skill required in the case where an SOW requires the personnel requested to perform multiple categories of work simultaneously.
- Provide an efficient mechanism for submitting Supplemental Staffing requirements through a centralized administrative process.

## 2. General Scope and Process.

NCIT is seeking to develop a Supplemental Staffing Services contract to expedite the procurement of Services required in a rapidly changing technological environment. The intent of this RFP is to develop a contract with one or more vendors who NCIT determines through this RFP process to be eligible to provide one or more of the required Supplemental Staffing Services for the County. Vendors awarded a contract under this RFP will be eligible to respond to any SOW issued by NCIT for which it has the necessary skill set(s) and experience described below in further detail.

To become eligible to provide Supplemental Staffing Services a Vendor must submit an acceptable and qualified proposal in response to the RFP. Upon review, the selection committee shall grant a notice of award, as discussed below, to the winning proposer(s) and all eligible vendors. Each award for Supplemental Staffing Services shall identify the specific Support Service Category for which the vendor shall be eligible to provide Services to the County and the vendor shall enter into contract negotiations culminating in a Supplemental Staffing Services contract (the "Contract"). Said contract shall contain the Standard Clauses for Nassau County Contracts annexed hereto as Appendix E. Upon execution of the Contract, the vendor will be deemed qualified to provide services, as defined herein (the "Qualified Vendor").

Once Contracts are in place and from time to time, NCIT may issue an SOW for a project requiring Supplemental Staffing Services. NCIT will send the SOW to those Qualified Vendors previously identified as able to provide the Supplemental Staffing Services required under that specific SOW. Qualified Vendors shall review the SOW and submit offers to



provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Qualified Vendors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Qualified Vendors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Qualified Vendors to provide Supplemental Staffing Services under the SOW.

Please be advised that Qualified Vendors are not guaranteed work under a Contract. Rather, the Contract gives Qualified Vendors the eligibility to bid on a particular SOW for which it can provide the necessary Supplemental Staffing Services.

a. Individual Statements of Work.

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Qualified Vendor under contract who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Contract between the Qualified Vendor and the County, an individual SOW may require the Qualified Vendor's personnel to work beyond the termination date of the Contract to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Contract to extend the term for the period the Qualified Vendor's personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Qualified Vendors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

b. Requirements.

The Vendor must document that it has a minimum of three (3) employees on staff at all times, by providing names and references for at least that amount of employees.

The Vendor must be in existence and operating as a business for a minimum of twelve (12) months prior to responding to this RFP.

## Services Required

For a vendor to be deemed an eligible vendor under this RFP, the vendor must demonstrate its ability to provide services with proposed rates for a minimum of ten (10) support service categories (the "Support Service Categories") listed below and as more fully described in Exhibit 1 - Supplemental Staffing Services.

1. Labor Support Services
2. Clerical Support Services
3. Help Desk Support Services
4. Desktop Support Services
5. Database Management Services
6. EDMS Services
7. IT Training Services
8. Electronic Commerce/ EDI Services
9. Project Management Services
10. Microsoft Exchange Services
11. Computer Programming Services
12. System Programming Services
13. GIS Services
14. IT Support Staff Services -- Data Center Operations
15. Network Security Services
16. Computer Systems Security Services
17. Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)
18. Technical Writing Services
19. Computer Systems Analysis Support Services
20. Unix and Linux System Administration Services
21. Web Environment Services
22. Software Engineering Services
23. Database Technical Services
24. Application Services for Servers/Blades
25. Wiring Technical Services
26. Wireless Networking Services
27. Network Support Services
28. Server Support Services
29. Project Support Services

## Other Considerations

- 1) Qualified Vendors must ensure that all employees assigned to work under an SOW have the training to perform the task and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Qualified Vendor shall provide a replacement acceptable to the County.
- 2) NCIT will provide workspace and facilities for all Qualified Vendors performing Supplemental Staffing Services under an SOW, as appropriate.
- 3) NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW

## Pricing Schedule (Total Firm Fixed Prices)

Details of pricing requirements and general information on pricing are attached as Appendix A Cost Proposal.

### 1. Rate Ranges

Vendors *must* provide rates for a minimum of ten (10) Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide professionals that meet the qualifications of the Support Service Category as described in **Exhibit 1 Supplemental Staffing Services**. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

Vendor's proposed individuals must have the requisite years of experience within individual Support Services Categories. Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes or other documentation that the proposed individuals satisfy the qualifications required for the Support Service Category(ies) and Qualification Level(s).

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

### Vendor Performance Criteria

NCIT has established specific Qualified Vendor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Qualified Vendors will be required to meet or exceed the following performance criteria:

#### 1) Certification of Employee Skill Sets and Capability to Perform Required

Table

NCIT may disqualify, for any reason, personnel presented by the Qualified Vendor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Qualified Vendor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Qualified Vendor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Qualified Vendor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Appendix E – Standard Clauses for Nassau County Contracts.

If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period. This also denotes Cause for the termination of the Contract.

The Vendor *must* warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

## **2) Personnel Substitution.**

The Qualified Vendor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Qualified Vendor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Qualified Vendor Disqualification**

A Qualified Vendor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

### **D. Contract Term**

It is the intent to award a contract for a three year period with the option to renew for two additional one year terms, for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract. Contract renewal is at the sole discretion of the County.

NCIT reserves the right to remove from eligibility all vendors that are inactive (have not responded to an SOW) on the resulting Contract for twelve (12) consecutive months during the Contract term.

### **E. Mandatory Proposal Response Requirements**

All proposals shall remain in effect for a period of 180 days beyond the deadline for submission of proposals. The use of the terms "shall," "must," or "will" in this RFP, indicates a mandatory requirement or condition. The words "should" or "may" in this RFP, indicates desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

The Vendor *must* organize the proposals in the exact order presented in the RFP. Vendors *must* place page numbers on each page. The proposal *must* contain a table of contents that cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. Each paragraph in the proposal *must* correspond to and reference the paragraph number in the corresponding section of the RFP. The Vendor *must* repeat the paragraph number, sub-number, and heading as presented in the RFP. If a response covers more than one page, the Vendor *must* repeat the paragraph number and sub-number at the top of the subsequent page.

All Proposals must follow this outline and contain the following:

1. Cost Proposal Form attached as Appendix A and completion and submission of the "Non-Collusive Proposal Certification" page that follows Appendix A.
2. Narrative response attached as Appendix B, which must contain a complete written description of the vendor's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the vendor's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. All submissions must be signed on the designated signature line by an officer or authorized agent of the vendor.
6. A Living Wage Law Certificate of Compliance, attached as Appendix L.
7. Additional information that you believe pertinent to the County's requirements.
8. A statement that the proposer has registered with the County as a vendor.

**F. Proposal Submission Instructions.**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

In addition, any vendor that has not already registered with the County *must* do so by going to the Vendor Registration section of the County website at **<https://eproc.nassaucountyny.gov/SupplierRegister>**.

The proposals must be signed by an individual who is authorized to bind the vendor to all commitments made in the proposal. The original and five (5) printed copies of the proposal, together with all attachments and an electronic version (CD), must be submitted to the County in a sealed opaque envelope no later than 9:00a.m. EST on March 30, 2015. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

Vendors are required to provide contact information in their RFP Response. Each vendor *must* include Exhibit 2, Vendor Contact Information in the proposal package. Eligible vendors that have subsequent changes to their contact information *must* provide the changes to NCIT within ten (10) business days of the change. **Failure to do so may result in removal from the contract.**

It is each vendor's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications, the Standard Clauses for Nassau County Contracts, and any other terms and conditions. It is further the vendor's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers must submit all proposals and direct all responses, questions, and any other communications to the following authorized contact:

Nassau County Department of Information Technology  
240 Old Country Road – Room 608  
Mineola, New York 11501  
Email: [SupStaffRFP@nassaucountyny.gov](mailto:SupStaffRFP@nassaucountyny.gov)

The County will respond to written vendor questions submitted during the time period allotted above in Section B, Anticipated Proposal Schedule, of the RFP.

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The vendor shall contact the authorized person via e-mail.

**G. Contract Proposal Evaluation Criteria**

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss their proposal elements in more detail should the selection committee request such.

The County reserves the right to award all or any part of this project to a single or multiple vendors, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The selection committee will evaluate and select vendors whose proposals are deemed to be the most advantageous to the County. The County's selection committee will evaluate each proposal and use the following for scoring each submission:

**Contract Requirements and Proposed Solution 50%**

Overall responsiveness of the proposal; proposal detail, completeness and clarity. Demonstration of a clear understanding of the requirements portion of the RFP; clear description of the staffing abilities, levels of experience and expertise needed to satisfy the defined RFP requirements.

**Vendor Profile: Organization, Capacity, Staffing, Resumes 10%**

Financial stability of the company, substantiation of sound organizational structure as well as the ability to provide staff with levels of experience and expertise needed for each service required in a timely fashion.

**Related Experience 20%**

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor performing services of this type, including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP; The readiness of the Vendor to work within the required timeframe; Quality of the Vendor references and reputation based on past performance.

## Proposed Rates for Support Service Categories

20%

To be eligible to participate in this process the Vendor must propose rates for a minimum of ten (10) Support Service Categories as defined in Section C Scope of Services. The County will consider any other relevant factors as determined by the selection committee to be useful and assist the evaluation committee in the selection process. The evaluation committee will determine which vendors meet the specifications in the RFP and will send contract award notices to those vendors. The County and the vendors will then enter contract negotiations to establish a contract.

### H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services solicited herein. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County may award contracts to as many or as few vendors as NCIT deems necessary. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. This contract shall contain the Standard Clauses for Nassau County Contracts attached hereto as Appendix E. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. Notwithstanding the foregoing, the contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all or any aspects of services and fees. *Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.*



5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the proposers. Each offer, therefore, should be submitted in the most favorable terms that the proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the proposers. In addition, the County reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate the proposer's qualifications. Any additional requests from the County are at the County's sole discretion. The Vendor's initial proposal should be as complete as possible and should reflect the most favorable terms to the County.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
  - ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
  - iii. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - iv. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of how the Proposer will use the sub-contractor and the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**I. General Conditions for Proposers**

1. The Proposer will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. The Proposer is bound by and shall comply with the terms of Appendix EE and to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are charged with a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

**J. Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal, but should avoid including glossy marketing material that is not pertinent to the RFP.

**K. Award of Contract**

The County shall select vendor(s) by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the vendor, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

The County may award contracts to as many or as few vendors as NCIT deems necessary. Each Qualified Vendor will have the opportunity to offer its Services, for which it has been qualified, in response to the issuance of an SOW. There is no guaranty that a Qualified Vendor awarded a Contract will be awarded an SOW. Qualified Vendors under Contract who offer the best terms to the County will be chosen under an SOW to perform the specified Services.

The County reserves the right to request a "best and final offer" to the RFP.

**L. Protest Policy**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**M. Acceptance**

The vendor shall make all investigations necessary to inform itself regarding the work or services to be furnished.

*Submission of any proposal indicates a vendor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal under a section titled "Exceptions to Terms and Conditions." Each exception must be listed with a rationale explaining the vendor's position on the issue.*

## APPENDIX A COST PROPOSAL

### Support Service Categories

Bidders *must* provide rates for Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide personnel that meet the qualifications of the Support Service Category as described in Exhibit 1. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Vendor's proposed personnel must have the requisite years of experience within the individual Support Service Categories. The Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services	\$	\$	\$
2	Clerical Support Services	\$	\$	\$
3	Help Desk Support Services	\$	\$	\$
4	Desktop Support Services	\$	\$	\$
5	Database Management Services	\$	\$	\$
6	EDMS Services	\$	\$	\$
7	IT Training Services	\$	\$	\$
8	Electronic Commerce/ EDI Services	\$	\$	\$
9	Project Management Services	\$	\$	\$
10	Microsoft Exchange Services	\$	\$	\$
11	Computer Programming Services	\$	\$	\$
12	System Programming Services	\$	\$	\$

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
13	GIS Services	\$	\$	\$
14	IT Support Staff Services – Data Center Operations	\$	\$	\$
15	Network Security Services	\$	\$	\$
16	Computer Systems Security Services	\$	\$	\$
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$	\$	\$
18	Technical Writing Services	\$	\$	\$
19	Computer Systems Analysis Support Services	\$	\$	\$
20	Unix and Linux System Administration Services	\$	\$	\$
21	Web Environment Services	\$	\$	\$
22	Software Engineering Services	\$	\$	\$
23	Database Technical Services	\$	\$	\$
24	Application Services for Servers/Blades	\$	\$	\$
25	Wiring Technical Services	\$	\$	\$
26	Wireless Networking Services	\$	\$	\$
27	Network Support Services	\$	\$	\$
28	Server Support Services	\$	\$	\$
29	Project Support Services	\$	\$	\$

The undersigned hereby certifies his or her compliance with the following:

**"NON-COLLUSIVE PROPOSAL CERTIFICATION"**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### PROGRAM DESCRIPTION AND SUPPLEMENTAL STAFFING SERVICE SUMMARY

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Full biographies of firm principals as well as staff expected to be assigned to this project. For bios of staff expected to be assigned to this project each biography must include verifiable work history along with photocopies of required certifications and qualifications.
- b. Detail prior experience with public sector clients (similar size and scope).
- c. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.
- d. Demonstrate capabilities and past experience by providing at least three (3) detailed references from clients who have received applicable Supplemental Staffing Services (similar size and scope).
- e. Detail prior experience in the Support Service Categories for which the vendor is capable of providing Services.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**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: \_\_\_\_\_

1. Proposer's Legal Name: \_\_\_\_\_

2. Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

3. Mailing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4. Federal I.D. Number: \_\_\_\_\_

5. Dun and Bradstreet number: \_\_\_\_\_

6. The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Other

Other (Describe): \_\_\_\_\_

7. Does this business share office space, staff or equipment expenses with any other business?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

8. Does this business control one or more other businesses? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

9. Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by, any other business? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, provide details: \_\_\_\_\_



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10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No \_\_\_\_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract): \_\_\_\_\_

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11. Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No \_\_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. \_\_\_\_\_

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12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_

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13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_

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14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a. Any felony charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

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b. Any misdemeanor charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

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c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such occurrence: \_\_\_\_\_

15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17. Conflict of Interest:

1. 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.

2. 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.

## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_



Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, 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            2015

Notary Public

Name of submitting business: \_\_\_\_\_

By: \_\_\_\_\_  
Print name

Signature \_\_\_\_\_

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Title

Date           /          /

**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: \_\_\_\_\_  
SSN: \_\_\_\_\_  
Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Home address: \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Business address: \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other present address(es): \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable):

President \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Treasurer \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chairman of Board \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Shareholder \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Executive Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Secretary \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Vice President \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Other \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(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? 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.

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 contract cancelled for cause? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.).
  - a. Is there any felony charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
  - b. Is there any misdemeanor charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.

- c. Is there any administrative charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such conviction.
- 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 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

1. **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).

2. **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.

3. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, the Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The 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.

4. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Deliverables.

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Qualified Vendor materials licensed to the County shall be identified to the County by the Qualified Vendor prior to use or provision of Services hereunder and shall remain the property of the Qualified Vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Qualified Vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

6. Acceptance Criteria.

In the event that an SOW defines the need for the Qualified Vendor to provide specific Deliverable(s), NCIT shall notify the Qualified Vendor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance by NCIT shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria NCIT may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Qualified Vendor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to cancel the SOW, contract with a different Qualified Vendor, or another vendor if no Qualified Vendor is able to perform the required Supplemental Staffing Services, and to invoice the original Qualified Vendor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Qualified Vendor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County. Rejected items may be regarded as abandoned if not removed by Qualified Vendor as provided herein.

7. Warranty.

(a) The Qualified Vendor shall provide a warranty for all Deliverables or products specified in and furnished by or through the Qualified Vendor under an SOW. All products or Deliverables

provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period") provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than Qualified Vendor.

(b) The Qualified Vendor further warrants and represents that products or Deliverables specified and furnished by or through the Qualified Vendor under an SOW shall individually, and where specified by the Qualified Vendor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than the Qualified Vendor. During the Project Warranty Period, defects in the products or Deliverables specified and furnished by or through the Qualified Vendor shall be repaired or replaced by the Qualified Vendor at no cost or expense to the County.

The Qualified Vendor shall advise NCIT immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, the Qualified Vendor shall state the projected delivery time and date. In the event the delay projected by the Qualified Vendor is unsatisfactory, NCIT shall so advise the Qualified Vendor and may proceed to procure substitute Deliverables or services. NCIT will not unreasonably deem the delay unsatisfactory.

#### **8. Stop Work Order.**

The County may issue a written or oral order to the Qualified Vendor to stop work under an SOW (the "Stop Work Order") at any time requiring the Qualified Vendor to suspend or stop all, or any part, of the performance due under the SOW. Reasons for issuing a Stop Work Order may include an inability on the part of the Qualified Vendor to satisfy the criteria as set forth in an SOW or assigning inappropriate personnel to perform the Services under an SOW.

- (a) Upon receipt of the Stop Work Order, the Qualified Vendor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
  - i) Stop or suspend the work for a specific period of time, or
  - ii) Cancel the Stop Work Order and continue work on an SOW, or
  - iii) Terminate the work covered by the Stop Work Order.
- (b) If a Stop Work Order is canceled, the Qualified Vendor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the Qualified Vendor's cost of performance of the SOW.
  - ii) The Stop Work Order results in a change of deliverables for an SOW.
  - iii) Any other reason the County deems necessary and appropriate.
- (c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

- (d) The County shall not be liable to the Qualified Vendor for loss of profits because of a Stop Work Order issued under this term.

**9. Reimbursement by the Contractor upon Loss of Funding.**

- (a) In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

**10. No Duplication of Payments.**

- (a) 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.

**11. Payments in Connection with Termination or Notice of Termination.**

- (a) Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

**12. Indemnification; Defense; Cooperation.**

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

- (d) The provisions of this Section shall survive the termination of this Agreement.

13. Insurance.

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

14. Assignment; Amendment; Waiver; Subcontracting.

- (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or



modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### **15. Work Performance Liability.**

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**16. Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**17. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply

with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**18. Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section and 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.

**19. 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.

**20. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix E, the terms of this Appendix E shall control.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

21. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) 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.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

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).

**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.

**APPENDIX EE**  
**EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. 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.
- ii. 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.
- iii. 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 the 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- ix. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



**APPENDIX L  
CERTIFICATE OF COMPLIANCE**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

# **EXHIBIT 1** **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:

**Level 1** – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

**Level 2** – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.

**Level 3** – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

## **Support Service Categories**

Service Category Number	Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
4	Desktop Support Services	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	Database Management Services	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
7	IT Training Services	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	Electronic Commerce/ EDI Services	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
9	Project Management Services	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	Microsoft Exchange Services	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	Computer Programming Services	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
12	System Programming Services	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	GIS Services	<p>Services specific to various forms of Geographic Information Systems (GIS).</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
14	IT Support Staff Services – Data Center Operations	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	Network Security Services	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
16	Computer Systems Security Services	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	Technical Writing Services	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, system conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b>Programmatic Support</b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b>Technical Support</b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.



**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	Wireless Networking Services	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connection between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**EXHIBIT 2**  
**VENDOR CONTACT INFORMATION**

**THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE**

**FEDERAL ID NUMBER:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Local Services Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_

**Local Alternate Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_

**Monthly Usage/Billing Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Office Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

**UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR MUST  
REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT INFORMATION WITHIN  
10 BUSINESS DAYS OF A CHANGE. FAILURE TO DO SO MAY RESULT IN REMOVAL  
FROM THE CONTRACT.**

## **Amendment #1**

### ***Supplemental Staffing***

**RFP #: IT0116-1501**

Nassau County will accept written questions regarding this RFP by Friday, February 6, 2015.

All questions should be sent to the email listed below by 4:00 pm on 2/6/15.

**Email: [supstaffrfp@nassaucountyny.gov](mailto:supstaffrfp@nassaucountyny.gov)**

Response to all vendor questions will be provided as an amendment to this RFP and published on our procurement site by Monday 2/23/15.

Amendment #2

RFPI0116-1501

Supplemental Staffing RFP questions

Question	Answer
1. Is there any project oriented work with fixed statements of work and combinations of service delivery or is this strictly staff augmentation for the term of the contract on an hourly rate basis?	NCIT expects to submit SOWs for project oriented work and staff augmentation.
2. Please confirm that the Cost Proposal Rates should be for a normal work day consisting of 7 hours.	Cost proposals for this RFP should include an hourly rates based on an 8 hour work day. However, additional discounted rates can be presented for daily, weekly, monthly rates or for paying within a certain time frame, etc.
3. Are there incumbent(s) currently providing these services to NCIT under any existing contract? If so, will NCIT release a list of the incumbent vendors?	Yes, the vendors currently providing these services are SVAM International Inc., RCG Information Technology Inc., Contemporary Computer Services Inc., Bowne Management Systems, Inc., Bicitis Group, Inc. and Infosys International Inc.
4. If there is a current contract in place, what was the total spend under it for 2014? What is the anticipated total annual spend under the new contract?	Current and anticipated spending is between \$200,000 and \$2,000,000.
5. Are there any cost/budget limitations attached to this	Yes, all limitations will be defined during the contract process.

RFP/contract?	
6. During a typical year, what percentage of the SOWs is issued for projects that already have incumbent consultants working versus SOWs for totally new projects without an incumbent consultant in place?	Data is not available.
7. If a proposed/released SOW currently has an incumbent consultant(s) assigned to the project, will NCIT inform the vendor(s) of such?	Depends on if it is relevant to the project.
8. Can NCIT provide the current vendors' maximum bill rates by Service Category and Level?	No, not at this time.
9. Historically, what has been the average length of an SOW/assignment? Do you expect it to be a similar length under the new contract?	The length of an assignment can range from 1 day to 18 months or more.
10. Page 5 of 55, Section C, Scope of Services, 2.a: You state that qualified vendors will be given a "specific period of time" to respond and the time frame "will vary for each SOW." Notwithstanding the above, can you provide the average time frame:	The average time to respond to an SOW will depend on its complexity and time sensitivity of the work. Typically, we request that the response from the vendors in 7-21 days.  We expect to respond to all SOWs during the same time period.

<p>To respond to a SOW?</p> <p>Between when an offer in response to an SOW is submitted and when interviews will take place for candidates submitted?</p> <p>From the interview period to the actual on-boarding/start date?</p>	<p>Once an SOW has been awarded, we expect the start date to take place within 7 to 21 days. This can vary depending on the nature of the SOW.</p>
<p>11. Page 8 of 55, Vendor Criteria of Performance Section 1: You state "If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skills sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period." Please clarify the following:</p>	<p>NCIT will not pay for unqualified staff assigned by a vendor.</p>
<p>12. Question 1: Section C - Scope of Services --Page 4 top of page: Qualified vendors are expected to be able to "float up to \$250k during billing reconciliation". Presumably there are assumptions behind this number in payment terms, frequency of invoicing and budgeted level of business. Can you share these assumptions with us please?</p>	<p>Nassau County has a very long billing cycle. Qualified vendors should be financially prepared for same.</p>
<p>13. Question 2: Section C - Scope of Services-Other</p>	<p>We would expect a replacement asap (24 hours) for mission critical support; however additional time may be allocated for</p>



<p>Considerations #1 – Page 6:</p> <p>If this were to occur what is the expected timeframe for a replacement that would be acceptable to the County?</p>	<p>other types of assignments.</p>
<p>14. Question 3: Section C – Scope of Services – Vendor Performance Criteria - #2-Personal Substitution;</p> <p>What would be an acceptable timeframe to replace personnel if they were unable to continue work for some reason such as an illness?</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for other types of assignments.</p>
<p>15. Question 4: Appendix A - Cost proposal – Support Service Categories – page 16:</p> <p>Is it required that for a given Service Category rates are provided for all three levels?</p>	<p>No, Rates can be provided for all or select levels within a category. However, the vendor will only receive SOWs on the basis of those categories and levels for which they provided rates.</p>
<p>16. Question 5: Appendix E - # 21 Administrative Service Charge – Page 38:</p> <p>It is assumed that the Administrative Fee for this RFP will be \$0 because it does not have a dollar value until a SOW is received, bid on and awarded. Will this Administrative Service Charge be required for a successful bid on a SOW?</p>	<p>The administrative service fee is for the processing of the contract. There will still an administrative service fee due for the processing of the contract. The amount of the fee will be based on the maximum amount of the contract.</p>

<p>17. Question 6: Exhibit 1 – Page 46:</p> <p>Will travel time and expenses such as mileage and parking be reimbursed for travel required by Service Categories that contain "Must be able to provide transportation" in the description?</p>	<p>Yes, if applicable to the Service Category, NCIT will pay for pre-authorized travel expenses which will be defined in the SOW.</p>
<p>18. Please confirm that this contract is for labor only and that replacement/repair parts are not part of this agreement.</p>	<p>This contract is for labor only.</p>
<p>19. The cost proposal Appendix A does not define "rate". Should this be an hourly number, daily or other?</p>	<p>See question #2</p>
<p>20. To provide the best pricing structure and options for the County we would like to provide different rates for different time frames of service and when hours are worked. Would the following pricing structures be acceptable?: Daily hourly rates during normal business hours and Weekend/Holiday/Afterhours Weekly hourly rates during normal and Weekend/Holiday/Afterhours</p>	<p>See question #2.</p>

Monthly hourly rates during normal and Weekend/Holiday/Afterhours  Yearly hourly rates and during normal Weekend/Holiday/Afterhours	
21. Stipulation for Emergency response?	Any requests for emergency service will be defined in the SOW.
22. Who are the incumbent vendors?	See question #3
23. Are you able to provide their past rate card?	Not at this time.
24. How many references are needed per technical category we submit on?	We would prefer 3 references and at least 1 should be from another government agency.
25. How many resumes are required to submit per technical service?	As many as the vendor can provide that fit the requirements of the SOW. The County will choose from the candidates provided and interview those they feel best fit the requirements of the SOW.
26. What types of projects/initiatives will these consultants be working on in 2015/2016?	NCIT may require Supplemental Staffing for a wide variety of IT projects, including, infrastructure, software development and maintenance, database development and maintenance.

27. How many agencies are you working with now?	See question #3
28. What do you look for in a partner?	Please refer to RFP, Section G, Contract Proposal Evaluation Criteria.
29. Is there manager contact allowed?	Yes, we prefer to have management involvement.
30. Who does the Nassau County IT department support?	NCIT supports all county agencies (50+). A list of agencies can be found on our website. <a href="http://www.nassaucountyny.gov/1437/Departments">http://www.nassaucountyny.gov/1437/Departments</a>
31. What types of technologies are you using for application development?	Nassau County uses all major brands , including but are not limited to, Oracle, MS, DB2, Unix, etc.
32. What type of servers are supporting Nassau County?	Nassau County servers include, but are not limited to Mainframe, AS400, Dell Window etc.
33. Where do the technical professionals report to?	Technical professionals will be assigned to a NC location based on the nature of the work. NCIT administration office is in Mineola and the data center is in Bethpage. There are many other county facilities where Wednesday, February 11, 2015a supplemental staff support may be needed.
34. Does each agency within Nassau County have their own dedicated IT?	No

35. Do you have a hosted solution?	Yes, we have both hosted and non-hosted systems.
36. Where is the data center located?	Grumman Road, Bethpage
37. With reference to the following paragraph In Appendix A – Cost Proposal:  “The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.”  I have the following questions:  Question 1:  Please confirm that the Rates would remain firm for at least 3 years (initial period of the contract) and potentially 5 years if the contract is extended.  Question 2:  In the event that our personnel working on an SOW /	<p>The rates for this contract will remain firm for the life of the contract. This does not preclude any qualified vendor from offering a rate lower than the established rate in the contract in response to any SOW.</p> <p>NCIT will reimburse for pre-authorized travel expenses as defined in the SOW.</p>

<p>project are required travel for a few days to a location other than the primary work location for project related work, would we be compensated for travel related expenses. For example, if the primary work location is Mineola, NY and if our personnel working on the project have to travel to Albany, NY for project related work, would we be compensated for the travel expenses for the trip to Albany, NY?</p>	
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### Amendment #3

### Supplemental Staffing RFP IT 0116-1501

### Additional Questions / Answers

1. Page 3, Section B refers to a Bidder's Conference, but there is no additional information regarding time or place. Is this an error?	There is no bidder's conference. Please refer to Amendment #1.
2. Page 4, Section C indicates that "Vendors must be able to demonstrate the ability to 'float' up to \$250,000 during billing reconciliation..." Will our independently reviewed financials suffice to demonstrate this?	Yes
3. Page 14 #10 states that Proposers must identify subcontractors to be used. It is typical for IT staff augmentation to involve the use of subcontracted companies to provide consultants on a case-by-case basis, depending on who can provide the best consultant at that time. Will it be possible to add additional subcontractors at the time of the individual requisition, and will there be a process in place to do so quickly enough to respond?	Our contracts contain language that addresses subcontracting.
4. Page 19, Appendix B, states that vendors should include biographies of staff expected to be assigned to this project. Should we understand that to mean account managers, recruiting staff, etc., rather than IT consultants in each category we intend to apply for?	Yes, resumes for IT consultants for each category listed should be provided when a request for the specific service is published.

**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: March 24, 2015

1. Proposer's Legal Name: SVAM INTERNATIONAL INC.

2. Address of Place of Business: 233 East Shore Road, Suite 201  
Great Neck, NY 11023

List all other business addresses used within last five years: n/a

3. Mailing Address (if different): \_\_\_\_\_

Phone: 516-466-6655

Does the business own or rent its facilities? rent

4. Federal I.D. Number: 11-3190965

5. Dun and Bradstreet number: 94-642-3985

6. The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation  
☐ Other  
Other (Describe): \_\_\_\_\_

7. Does this business share office space, staff or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details:  
\_\_\_\_\_

8. Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: SVAM Affiliates; Interactive Communications & Systems (USA) Inc., North Shore Technologies, SVAM International de Mexico, Forte Holding, 280 PAN

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: SVAM affiliates listed in response to #8.



10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract): \_\_\_\_\_

11. Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. \_\_\_\_\_

12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a. Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

b. Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_\_ If Yes, provide details for each such occurrence: \_\_\_\_\_

15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

#### 17. Conflict of Interest:

##### I. Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. NONE
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of

interest in acting as collection agent on behalf of Nassau County. NONE

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. NONE

2. 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.

SVAM would take any and all procedures necessary to assure the County that a conflict of interest would not exist for our firm in the future.

## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Proposer's qualifications and experience discussed in Appendix B

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation; Incorporated in NYS on January 11, 1994
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
Anil Kapoor, President & CEO  
SVAM INTERNATIONAL INC  
233 East Shore Road, Suite 201  
Great Neck, NY 11023
- iii) Name, address and position of all officers and directors of the company;  
Vikas Dhablania, Chief Operating Officer  
Joe Marchese, Managing Director  
Michael Capilets, Managing Director  
Mohinder Singh Taneja, Managing Director  
Ajay Malhotra, Executive VP  
Vish Rajagopalan, Director - HR & Global Talent Acquisition  
Allen Goldin, Director Business Development  
(All located at same Great Neck, NY headquarters address as Anil Kapoor)
- iv) State of incorporation (if applicable); New York State
- v) The number of employees in the firm; 500
- vi) Annual revenue of firm; \$ 27M
- vii) Summary of relevant accomplishments;  
MBE Certified - NYS, NYC, Nassau County  
CMMI Level 3 Certified  
ISO 9001:2008 Certified  
ISO 27001:2005 Certified  
LISA Award Winner  
MoProSoft Level 2 Certified  
Microsoft Silver Partner
- viii) Copies of all state and local licenses and permits.  
NYS MBE Certified  
NYC MBE Certified  
Nassau County MBE Certified

- B. Indicate number of years in business. 21+ years since January 11, 1994.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SVAM has been providing Supplemental Staffing Services to Nassau County IT under the current contract.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYC Department of Environmental Protection (DEP)

Contact Person Cecil McMaster

Address 59-17 Junction Blvd.

City/State Flushing, NY 11373

Telephone 718-595-6285

Fax # \_\_\_\_\_

E-Mail Address cmcmaster@dep.nyc.gov

\_\_\_\_\_

Company Nassau County Department of IT

Contact Person Ed Eisenstein  
Address 240 Old Country Road  
City/State Mineola, NY 11501  
Telephone (516) 571-4265  
Fax # (516) 571-3918

E-Mail Address eisenstein@nassaucountyny.gov

---

Company Nassau County Office of Community Development

Contact Person Theresa Dukes  
Address 40 Main Street  
City/State Hempstead, NY 11550  
Telephone 516-572-1924  
Fax # 516-572-0842

E-Mail Address tdukes@nassaucountyny.gov

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of March 2015

MELINDA CARRION  
Notary Public, State of New York  
No. 010A6294194  
Qualified in Queens County  
Commission Expires December 16, 2017

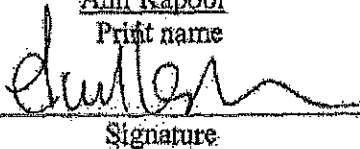


Notary Public

Name of submitting business: SVAM INTERNATIONAL INC.

By:

Anil Kapoor  
Print name



Signature

President  
Title

03 / 24 / 2015  
Date

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

Dear Mr. Anil Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and NYCRR Section 140 through 145 of the Regulations.

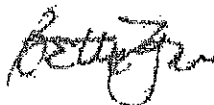
Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Minority Business Enterprise (MBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes, including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee  
Director of Certification Operations



# Empire State Development

New York State Department of Economic Development  
669 Third Avenue New York New York 10017 Tel: 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

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SVAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-I-0139: COMPUTER INTEGRATED SYSTEMS DESIGN  
ESD-I-0147: COMPUTER AUTOMATION  
ESD-I-2101: COMPUTER TECH SUPPORT  
ESD-I-2119: INFORMATION TECHNOLOGY DESIGN  
ESD-I-2172: CONTRACT STAFFING  
ESD-L-2043: COMPUTER CONSULTING  
NAICS-541512: COMPUTER SYSTEMS DESIGN CONSULTING SERVICES



Maria Torres-Springer  
Commissioner

Kerri Jew  
Deputy Commissioner

Division of Economic &  
Financial Opportunity

110 William Street  
New York, NY 10038

212.513.6300 tel.  
212.618.8991 fax

02/26/2015

Anil Kapoor  
President

Sram International, Inc  
233 East Shore Road, Suite 201  
Great Neck, NY 11023-9999

Tax ID/SSN #: xx-xxx0965  
FMS ID #: 0000597703

RE: MBE Certification

Dear Anil Kapoor:

The Department of Small Business Services, ("SBS"), hereby certifies your firm pursuant to Title 66, Chapter 11, Subchapter B of the Rules of The City of New York, governing the Minority and Woman-owned Business Enterprise Program. This certification remains in effect until 02/27/2020, but may be reviewed prior to the expiration date.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s). To update your business enterprise's information, create an account online at the SBS Certification Self Service Portal website. Once you've created an account, you will need to connect to your existing business records by using the following PIN 100126V291P. Instructions on how to use your PIN can be found at the SBS Certification Self Service Portal. Go to "Manage My Records" in your online account to update your business enterprise's information. In addition, you can use your online account to submit your annual affidavit and renew expired certifications.

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Directory of Certified Businesses ([www.nyc.gov/buycertified](http://www.nyc.gov/buycertified)) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email [bizhelp@sbs.nyc.gov](mailto:bizhelp@sbs.nyc.gov) or call at 212-313-6444.

SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access NYC Business Solutions by visiting [www.nyc.gov/businesssolutions](http://www.nyc.gov/businesssolutions) or calling 311.

If you have questions regarding your business' certification, please contact us at 212-313-6311 or [myba@sbs.nyc.gov](mailto:myba@sbs.nyc.gov).

Sincerely,

Alfred O. Milton  
Director of Certification

110 William Street • New York, NY 10038  
Tel. 212.513.6300 • FAX 212.618.8991 • TDD 212.513.6306  
[www.nyc.gov](http://www.nyc.gov)



Division of Economic and Financial Opportunity

# MBE Certificate

Svam International, Inc

*This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).*

Certificate Number: MWCERT-7857

Expires on: 2/27/2020

*Bill de Blasio*

Bill de Blasio, Mayor

A handwritten signature in black ink, appearing to read "Maria Torres-Springer".

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity  
110 William Street, New York, NY 10038  
212-512-6511  
www.dfo.ny.gov

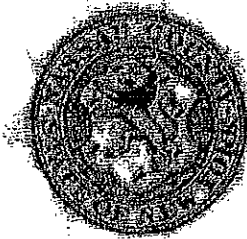
**MBE CERTIFIED**

**Schmitt International, Inc.**

**Certificate Number: MWCRRT-7857**

**Expiration: 2/27/2020**

EDWARD P. MANGANO  
COUNTY EXECUTIVE



DR. PHILIP E. ELLIOTT  
DEPUTY COUNTY EXECUTIVE

**NASSAU COUNTY OFFICE OF MINORITY AFFAIRS**

240 Old Country Rd., 5th Floor  
Mineola, New York 11501  
TEL: (516) 572-2240  
FAX: (516) 571-4555

August 28, 2014

Certification Number: OMAR-MBE-06-0036-16-PA

SVAM International, Inc.  
Mr. Anil Kapoor  
233 East Shore Rd., Suite 201  
Great Neck, NY 11022

Dear Mr. Kapoor,

The Nassau County Office of Minority Affairs has completed its review of your application for Certification as Minority Woman Owned Business Enterprise and has determined that your firm meets eligibility requirements pursuant to the MWBE Rules governing Local Law Number 14-2002, Title 53.

We are pleased to inform you that "SVAM International, Inc." has been granted status as a Minority Owned Business Enterprise (MWBE). Your certification will remain in effect until 10/1/2015. Please be advised that any changes that affect ownership, managerial and/or operational control must be reported to the Office of Minority Affairs within 30 days of any such changes, including changes to company name, business address, telephone numbers, principal products/services, and bonding capacity.

If you should have any questions, please contact the Office of Minority Affairs at 516-572-2240.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dr. P. Elliott".  
Dr. Philip E. Elliott  
Deputy County Executive

Edward R. Mangano  
County Executive

Dr. Philip E. Elliott  
Deputy County Executive

County of Nassau  
Office of Minority Affairs

Hereby Grants Certification to:

**SVAGM International, Inc.**

This certificate acknowledges that SVAGM International, Inc. has been established by the Minority and Woman Owned Business Enterprise Program at the Nassau County Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and Chapter 2, certified that SVAGM International, Inc. is a Minority Business Enterprise (MBE).

This certification will remain in effect until the expiration date provided. It shall have no changes in ownership, control, and/or operations of the firm or eligibility to participate. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:  
OMAR-MBE-05-0036-16-PA

Expiration Date:  
10/01/2016

  
Dr. Philip E. Elliott  
Deputy County Executive

  
Cesarina, MBA  
Certification Analyst

**SVAM INTERNATIONAL, INC**

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**FINANCIAL STATEMENTS  
(REVIEWED)**

**FOR THE YEAR ENDED DECEMBER 31 2013**

**SVAM INTERNATIONAL INC**

**FINANCIAL STATEMENTS**

**(REVIEWED)**

**For the Year Ended December 31, 2013**

<b>Contents</b>	<b>Page No.</b>
Accountants' Review Report	00
Balance Sheet as at December 31, 2013	01
Statement of Profit & Loss Account for the year ended December 31, 2013	02
Cash Flows Statement for the year ended December 31, 2013	03
Schedules Forming part of Financial Statements for the year ended December 31, 2013	04-06
Notes to Financial Statements	07-10



**RAJEEV KAUL, CPA, PC**  
**CERTIFIED PUBLIC ACCOUNTANT**

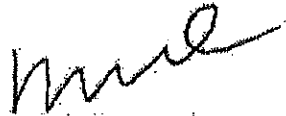
The Board of Directors  
Svam International Inc  
233 E. Shore Road, # 201  
Great Neck,  
New York-11023

**ACCOUNTANTS' REVIEW REPORT**

We have reviewed the accompanying balance sheet of **SVAM INTERNATIONAL INC.** as at December 31, 2013 and the related statement of income, retained earnings and schedules thereto and the statements of cash flow for the year ending December 31, 2013, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the financial statements is the representation of the management of **SVAM INTERNATIONAL INC.**

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with the generally accepted accounting principles.

  
RAJEEV KAUL, CPA PC  
New York, NY

April 21<sup>st</sup>, 2014

**SVAM International Inc.**  
**Balance Sheet**  
**For the Year Ending December 31, 2013**  
**(Reviewed)**

<b>ASSETS</b>				
<b>Current Assets</b>				
Accounts Receivables		6,771,811		
Less: Provision for Doubtful Debts		703,078		6,068,733
Other Current Assets	(See Schedule G)			332,899
<b>Non-Current Assets</b>				
Receivables from Affiliates	(See Schedule H)			2,253,705
<b>Fixed Assets</b>				
Motor Vehicle		407,507		
Less: Accumulated Depreciation		28,230		379,277
<b>Total Assets</b>				<b>9,034,614</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Current Liabilities</b>				
Loan & Line of Credit		928,407		
Bank Overdraft		1,512,854		
Accounts Payable		1,119,696		
Other Current Liabilities	(See Schedule I)	497,557		
<b>Total Current Liabilities</b>				<b>4,058,513</b>
<b>Non-Current Liabilities</b>				
Payable to Affiliates	(See Schedule J)			179,079
<b>Equity &amp; Retained Earnings</b>				
Capital Stock			100	
<b>Retained Earnings</b>				
Opening Balance	3,617,599			
Add: Current Year Profit/(Loss)	1,892,068			
Less: Distributions to shareholder	(212,707)	4,796,920		4,796,920
<b>Total Liabilities &amp; Equity</b>				<b>9,034,614</b>

(See Accompanying Notes and Accountant's Review Report)

**Svam International Inc.**  
**Profit & Loss Account**  
**For the Year Ending December 31, 2013**

		Schedule	\$
Project Income			1,360,560
Consulting Income			25,769,499
			27,130,059
Cost of Sales		A	21,794,165
Gross Profit			5,335,894
Operating Expenses			
Administrative & General Expenses		B	2,102,466
Payroll & Employee Related Expenses		C	1,690,050
Sales & Marketing Expenses		D	109,475
Depreciation			7,885
Net Ordinary Income/(Loss)			1,426,018
Add : Other Income		E	43,823
Less : Other expenses		F	18,571
Income/(Loss) Before Interest & Taxes			1,451,270
Less : Interest			40,072
Income/(Loss) Before Taxes			1,411,198
Less : State Income Taxes			19,130
Income/(Loss) after Interest & Taxes			1,392,068

(See Accompanying Notes and Accountant's Review Report)

**SVAM INTERNATIONAL INC.**  
**CASH FLOW STATEMENT**  
For the Year Ending December 31, 2013  
(Reviewed)

	2013
<b>Operating activities</b>	
Net income as per income statement after tax	\$ 1,392,068
<b>Adjustment to income:</b>	
Depreciation & amortization	7,885
	1,399,953
<b>Changes in Working Capital</b>	
(Increase) / Decrease in Accounts Receivables	(478,098)
(Increase) / Decrease in Other Current Assets	(38,468)
(Increase) / Decrease in Non Current Assets	(677,480)
Increase / (Decrease) in Accounts Payables	(639,779)
Increase / (Decrease) in Other Liabilities	24,326
<b>Cash provided by (used in) Operating Activities</b>	<b>(409,845)</b>
<b>Investing Activities</b>	
(Increase)/Decrease in Fixed Assets	(253,483)
<b>Cash provided by (used in) Investing Activities</b>	<b>(253,483)</b>
<b>Financing Activities</b>	
Increase / (Decrease) in Additional Paid in Capital	
Increase / (Decrease) in Line of credit and Loan	(91,549)
Increase / (Decrease) in Dues from Affiliates	39,295
Distribution to shareholder	(212,707)
<b>Cash provided by (used in) Financing Activities</b>	<b>(264,961)</b>
<b>Net Cash Flow Changes during the year</b>	<b>(927,989)</b>
<b>Cash &amp; equivalents - beginning balance</b>	<b>(584,865)</b>
<b>Cash &amp; equivalents - ending balance</b>	<b>\$ (1,512,854)</b>

(See Accompanying Notes and Accountant's Review Report)

**Svam International Inc.**  
**Schedule to Profit & Loss Account**  
**For the Year Ending December 31, 2013**  
**(Reviewed)**

**Schedule A**

**Cost of Sales**

Cost of services		9,450,457
Outsourcing Expenses		1,831,177
Payroll Expenses-Direct		
Consulting	9,537,667	
Project	387,577	
		9,825,244
Payroll Taxes-Direct		
Consulting	667,188	
Project	20,099	
		687,287
<b>Total</b>		<b>21,794,165</b>

**Schedule B**

**Administrative and General Expenses**

Automobile Expenses	60,100
Bank Service Charges	9,967
Computer & Software	81,884
Donation	2,624
Fines	665
Guest House	1,103
Insurance	421,119
Mexico Office Expenses	28,617
Office Expenses	139,768
Postage	6,661
Printing & Reproduction	5,504
Professional Fees	119,095
Recruitment Fees	136,623
Repairs & Maintenance	36,441
Rent	260,897
Subscription & Dues	15,259
Telephone	117,199
Training Course	4,501
Travel & Entertainment	612,537
Utilities	41,400
<b>Total</b>	<b>2,102,466</b>

(See Accompanying Notes and Accountant's Review Report)

**Svam International Inc.**  
**Schedule to Profit & Loss Account**  
**For the Year Ending December 31, 2013**  
**(Reviewed)**

<b>Schedule C</b>	<b>Payroll and Employee Related Expenses</b>	
	Payroll Taxes	177,221
	Payroll Fees	14,764
	Relocation	21,521
	401 K Employer Contribution	15,801
	Payroll expenses	1,450,743
	<b>Total</b>	<b>1,690,050</b>

<b>Schedule D</b>	<b>Sales &amp; Marketing Expenses</b>	
	Advertising	4,500
	Business Promotion	104,975
	<b>Total</b>	<b>109,475</b>

<b>Schedule E</b>	<b>Other Income</b>	
	Dividend	12,653
	Long Term Capital Gain	19,874
	Long Term Capital Loss	(8,341)
	Profit on sale of assets	2,000
	Loss on sale of assets	(6,222)
	Misc Income	10,019
	Rental Income	13,840
	<b>Total</b>	<b>43,823</b>

<b>Schedule F</b>	<b>Other Expenses</b>	
	Margin Interest	15,270
	Investment advisory charges	3,301
	<b>Total</b>	<b>18,571</b>

(See Accompanying Notes and Accountant's Review Report)

**SVAM International Inc.**  
**Balance Sheet**  
**For the Year Ending December 31, 2013**  
**(Reviewed)**

<b>Schedule G Other Current Assets</b>		
	Charles Schwab (net of Loan)	90,580
	401K Employee	(6,633)
	Deposits	1,168
	East India Connection	5,000
	Petty Cash	1,000
	Staff Advances	241,684
	Appleseed	100
	<b>Total</b>	<b>332,899</b>
<b>Schedule H Receivables from Affiliates</b>		
	280 Pan Inc.	2,000
	Forte Holding Corp.	333,904
	Svam International De Mexico S De R.L.D.	1,917,801
	<b>Total</b>	<b>2,253,705</b>
<b>Schedule I Other Current Liabilities</b>		
	Provision for Federal Withholding	112,127
	Provision for State/city Withholding	19,967
	Ferrari-Maseratti of Long Island	80
	Other Payable	122
	Provisions for Salaries	269,366
	Provision for State Taxes	24,073
	Line of Credit due within 1 years	71,872
	<b>Total</b>	<b>497,557</b>
<b>Schedule J Payable to Affiliates</b>		
	Interactive Communication USA Inc	179,079
	<b>Total</b>	<b>179,079</b>

(See Accompanying Notes and Accountant's Review Report)

## **SVAM INTERNATIONAL INC**

### **Notes to Financial Statements For the Year Ending December 31st 2013**

#### **General**

SVAM International Inc. ("company") was incorporated in the State of New York on January 11<sup>th</sup> 1994. The principal office of the company is located at 233 East Shore Road, # 201, Great Neck, NY 11023.

#### **Business Activity**

Established in 1994, the Company is a global IT solutions and consulting company. SVAM provides services to Fortune 1000 as well as emerging technology organizations across the industries. The services provided by SVAM include software consulting and turnkey project development services. SVAM International Inc. has established development center at Noida, India and Mexico.

With an international network, SVAM is in a position to satisfy the specialized software requirements of business both at home and abroad.

The solutions provided by SVAM cover a wide range of business areas including e-commerce, Web development, client Server, GroupWare technologies, Data Warehousing, Data Mining and Network Management Systems. The solutions team develops re-usable objects, tools, technology frameworks and methodologies that provide quick delivery capabilities to the clients.

#### **Accounting Principles**

The financial statements and accompanying notes are prepared using the accrual basis of accounting and in accordance with generally accepted accounting principles in the United States.

#### **Estimates and Assumptions**

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management makes estimates and assumptions in determining the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Examples include provisions for returns, concessions and bad debts; and the length of product life cycles and buildings' lives. Actual results could differ from those estimates.

#### **Revenue Recognition**

The Company recognizes revenues when persuasive evidence of an arrangement exists, the product has been delivered or the services have been provided to the client, the sales price is fixed or determinable and collectability is reasonably assured.

Generally, information technology processing revenues are recognized as services are provided to the clients. Revenues from annual maintenance contracts are deferred and recognized ratably over the maintenance period. Revenues on cost reimbursable contracts are recognized by applying an estimated factor to costs as incurred, such factor being determined by the contract provisions and prior experience. Revenues on fixed price contracts are recognized over the contract term based on the percentage of services provided during the period with the total estimated services to be provided over the entire contract. Revenues on unit price contracts are recognized at the contractual selling price of work completed and accepted by the customer. Revenues on time and labor material contracts are recognized at the contractual rates as the labor hours and direct expenses are incurred.

Revenues earned in excess of related billings are accrued, whereas billings in excess of revenues are deferred until the related services are provided. Immediate recognition is made for anticipated losses.



## SVAM INTERNATIONAL INC

### Notes to Financial Statements For the Year Ending December 31st 2013

#### Cost of Revenue

Cost of revenue includes direct costs to provide supplies, cost to produce and distribute product and direct costs to provide online services, consulting, product support, and training and certification of system integrators.

#### Cash and Cash Equivalent

Cash and cash equivalents comprise current bank accounts and other bank deposits free of encumbrances and having original maturities of less than three months.

#### Financial Instruments

"Disclosure about Fair Value of Financial Instruments" requires disclosure of fair value information about financial instruments for which it is practicable to estimate the value, whether or not recognized on the statement of financial condition. The fair value of all other financial assets and liabilities is considered to approximate the recorded value due to short term nature of the financial instrument and reporting policies followed by the company.

#### Depreciation

Depreciation is provided on a straight-line basis using the estimated useful lives of the assets.

#### Related Party Transactions

There were following related party transactions during the year.

		US\$
Revenue		
Interactive Communications (USA) INC.		863,313.74
Total		863,313.74
Expenses	Nature of Payment	US\$
28Q Pan Inc.	Rent	101,000.00
Forte Holding Corporation	Rent	160,000.00
North Shore Technology Pvt. Ltd	Outsourcing	1,602,450.00
Interactive Communications	Purchases	1,440,326.00
Svam International De. Mexico	Outsourcing	228,727.33
Total		3,532,503.33

#### Advance to SVAM International De. Mexico.

As of December 31<sup>st</sup>, 2012 an amount of \$1,259,472.49 is due from SVAM International De Mexico.

During the year January 1<sup>st</sup>, 2013 to December 31<sup>st</sup>, 2013 an additional amount of \$887,056.25 was given as an advance towards their operating expenses. Out of the total advance an amount of \$228,727.33 has been expensed by the company as Outsourcing expenses.

Total amount due from SVAM Mexico as of 31st December 2013 is \$ 1,917,801.41.

## SVAM INTERNATIONAL INC

### Notes to Financial Statements For the Year Ending December 31st 2013

#### Non-Current receivable from and payable to Affiliates

Receivables from affiliate comprise of the investment which the company has made to support the formation and operations of the related entities. These funds have been provided interest free. The detail of such receivables is as follows.

Loans to Affiliates	US\$
280 Pan Inc.	2,000.00
Forte Holding Corporation	833,903.95
SVAM International De. Mexico	1,917,801.41
Total	2,253,705.36

Payable to Affiliates	US\$
Interactive Communications (USA) INC	179,078.62
Total	179,078.62

#### Accounts receivables from Affiliates

Accounts Receivables from affiliate comprise of the amounts receivable in return for the services provided by SVAM International Inc. for its affiliates. The detail of such receivables is as follows.

Accounts Receivables from Affiliates	US\$
Interactive Communications (USA) INC	143,299.60
Total	143,299.60

#### Retirement Plan

The company has a discretionary 401K retirement plan covering all of its employees. All employees are eligible for contribution to the retirement plan from the first day of joining the company. Company may make matching contributions on behalf of the employees equal to a 10% of the amount of employee contribution maximum up to 10% of first 15% of the salary of the individual employee elected to contribute to the plan.

#### Car Loan

As of December 31<sup>st</sup>, 2013, the Company had borrowed funds for purchase of cars under agreement with financial institutions. The Company's cars secure the car loans. Company makes monthly installments of \$1,518.23, \$685.37 & \$3,785.71 towards repayment of loans and interests. As of December 31st 2013 the amount due on the car loans was \$258,369.51 Out of which \$71,872 shown as current liabilities as it is payable within next 12 months.

#### Bank Credit Line

The Company has a revolving line of credit of \$1,650,000 and a Term Loan of \$250,000 with Chase Bank. As of December 31st, 2013, the amount due on the line of credit was \$563,089.48 and \$176,820.87 on the Term Loan.

## **SVAM INTERNATIONAL INC**

### **Notes to Financial Statements For the Year Ending December 31st 2013**

#### **Investment Portfolio**

The company has invested in an equity portfolio, which comprised of investments in several publicly traded stocks and the mutual funds. The management has classified these investments as stock held for investments.

#### **Income taxes**

Generally income taxes have not been provided because the stockholder have elected to have the Company treated as an S corporation for income tax purposes as provided in Section 1362(a) of the Internal Revenue Code. As such, the Company's income or loss and credits are passed through to the stockholder and reported on his individual tax return. However, state tax provision has been made based on estimation.

**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: Anil Kapoor

SSN: 124-76-8267

Date of birth: 10/14/1938

Home address: 14 Forte Drive

City/state/zip: Old Westbury, NY 11568

Business address: 233 East Shore Road, Suite 201

City/state/zip: Great Neck, NY 11023

Telephone: 516-466-6655

Other present address(es): N/A

City/state/zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable):

President 01/11/1994 Treasurer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Chairman of Board \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Shareholder \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Chief Executive Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Secretary \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Chief Financial Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Partner \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Vice President \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Other \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

No \_\_\_\_\_ Yes x If Yes, provide details.

100% ownership of SYAM International 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 \_\_\_\_ 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.

Owner of Interactive Communications & Systems (USA) Inc, North Shore Technologies, SVAM Intl de Mexico, Forte Holding and 280 PAN.

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. (Details attached for SVAM International de Mexico Government Projects)

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 contract 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.) NO

a. Is there any felony charge pending against you? No ☒ Yes \_\_\_\_ If Yes, provide details for each such charge.

b. Is there any misdemeanor charge pending against you? No ☒ Yes \_\_\_\_ If Yes, provide details for each such charge.

- c. Is there any administrative charge pending against you? No ☒ Yes \_\_\_\_ If Yes, provide details for each such charge.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction.
- 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.
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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of March 2015

MELINDA CARRION  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Queens County  
Commission Expires December 16, 2017



Notary Public

SVAM INTERNATIONAL INC  
Name of submitting business

ANIL KAPOOR  
Print name

[Signature]  
Signature

PRESIDENT  
Title

03 / 24 / 2015  
Date

### SVAM INTERNATIONAL de MEXICO Government Projects

The following is a list of projects and services that SVAM INTERNATIONAL de Mexico has provided to Government organizations during the past 3 years.

1. GRP is a project developed for Cinvestav Tamaulipas. The project was divided into phases starting with analysis in June 2012 and currently under development of phase 3. The first phase was a business process analysis in which we covered all departments, interactions between departments and dependencies. The main goal was to provide the customer with a global vision of his process and a road map for development. After the first phase, the customer selected the main modules required by the Cinvestav to build the core of the system. The project developed for this phase was Sepcop. Sepcop, an Electronic Payment and Budget Control System, is a web based program developed for CINVESTAV Tamaulipas. This system provides a virtual framework for helping CINVESTAV Tamaulipas to use this new method of spending, keeping track of their budget and generating reports. Currently, they are working on the third phase of this project which consists of the acquisitions and budget control modules. The total cost of the project thus far is 110,000 USD.
2. Electronic Invoicing is a requirement by SAT (Mexico's IRS department) in which invoices need to be validated, certified and stamped with their requirements in order to be valid and issued as deductible for tax purposes; SVAM de Mexico are currently providers of this Electronic Invoicing Process for several State Government Organizations in Tamaulipas since December 2012 with more than 280,000 invoices stamped.

#### Customers include:

1. Health Secretary.
  2. General Hospital.
  3. Finance Secretary.
  4. Fondo Tamaulipas.
  5. COMAPA Tampico (Water Services Company).
  6. COMAPA Victoria (Water Services Company).
  7. Tamatan Zoo.
  8. Tamaulipas Education for Adults Institute.
  9. Abasolo Municipal Government.
  10. Tamaulipas Sports Institute.
3. Other projects developed for the Tamaulipas State Government include the Kiosk application for the Civil Records Department. This Kiosk application is a self-service



system running on special hardware, capable of printing official certificates like (Birth, Marriage, Divorce and Death) and can receive payments for the services provided. This project was executed from August 2014 to February 2015, with a total cost for hardware and software of 100,000 USD.

4. COMAPA Tampico is a local organization which controls the water services in the Tampico Tamaulipas area. Their operations are based on the SAP R3 ERP. SVAM International Mexico has provided SAP Functional Support Services for the HR Module, implementing SAP standard solution processes, executing them since February 2014 to the present, at a project cost of 30,000 USD.
5. Another project developed by SVAM was the "School control and statistics system" for the Education Secretary in the Tamaulipas State Government. The main purpose of this application is to automate the process for high school and university student enrollment and score registration, enabling the retrieving of relevant statistics for the decision makers. This project was executed from June 2013 to June 2014. This project investment is approximately 400,000 USD.
6. For the Tamaulipas State Government, SVAM Mexico is providing the Supplier portal project that currently is in the analysis phase and will be a web page application to enable XML files representatives to access Invoices of Government State for income and different types of payments and travel expenses, interacting with an SAP ERP database to retrieve and update information according to internal business rules. This project will assist with the electronic storage of invoices to use for different legal requirements in Mexico. This project also will provide the government customers with a tool to verify if an uploaded invoice was paid. The execution of this project is scheduled from March 2015 to June 2015 at a cost of 35,000 USD.

**APPENDIX L  
CERTIFICATE OF COMPLIANCE**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Anil Kapoor

(Name)

233 East Shore Road, Suite 201, Great Neck, NY 11023

(Address)

516-466-6655

(Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has x has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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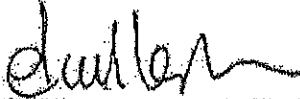
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has x has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.



Dated 03/24/2015  
Signature of Chief Executive Officer

Anil Kapoor

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

24<sup>th</sup> day of March, 2015.

MELINDA CARRION  
Notary Public, State of New York  
No. 010A6294194  
Qualified in Queens County  
Commission Expires December 18, 2017

\_\_\_\_\_  
Notary Public

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International, Inc.  
Address: 233 East Shore Road, Suite 201  
City, State and Zip Code: Great Neck, NY 11023
2. Entity's Vendor Identification Number: 11-3190965
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568  
Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568  
Vikas Dhablania, 140 Plainview Road, Woodbury, NY 11797
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.  
Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11797

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.

Interactive Communications & Systems (USA) Inc. - affiliated company

280-PAN Inc. - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

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):

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/15/2015

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Interactive Communications & Systems (USA) Inc.

Address: 233 East Shore Road, Suite 201

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 11-3275989

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp affiliate ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

ANIL KAPOOR, 14 Forte Drive, Old Westbury, NY 11568

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.

ANIL KAPOOR, 14 Forte Drive, Old Westbury, NY 11568



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.

SVAM Intl Inc ~~SVAM~~ Parent company

280 PAN Inc - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

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):

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/15/2015

Signed: \_\_\_\_\_

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 280 PAK INC  
Address: 233 EAST SHORE RD  
City, State and Zip Code: GREAT NECK, NY-11003
2. Entity's Vendor Identification Number: 11-3173561
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

ANIL KAPOOR - 14 FORTE DR

OLD WESTBURY, NY-11568

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.

ANIL KAPOOR - 14 FORTE DR

OLD WESTBURY, NY-11568

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.

~~N/A~~ ~~X~~ SVAM International Inc - Parent Company  
Interactive Communications & Systems (USA) Inc - affiliated company  
Forte Holding Corp - affiliated company  
North Shore Technologies - affiliated company  
SVAM International de Mexico - affiliated company

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):

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/15/2015

Signed: 

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FORTE HOLDING CORP.  
Address: ☒ 233 EAST SHORE RD  
City, State and Zip Code: GREAT NECK, NY - 11568
2. Entity's Vendor Identification Number: 26-3862049
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

ANIL KAPOOR 14 FORTE DR. OLD WESTBURY  
NEW YORK - 11568

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.

ANIL KAPOOR 14 FORTE DR OLD WESTBURY  
NEW YORK - 11568



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.

SVAM International, Inc. - Parent Company

280 PAN / Affiliated Company

North Shore Technologies - affiliated company

SVAM Interaccional de Mexico - affiliated company

Interactive Communications & Systems (USA) Inc - affiliated company

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):

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/15/2015

Signed: 

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public moneys; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: North Shore Technologies Pvt Ltd  
Address: Logix Techno Park, 1st Fl, Tower B, Plot #5, Sector # 127  
City, State and Zip Code: Noida - 201301, UP
2. Entity's Vendor Identification Number: AAACN9477H
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd, Liability Co ☒ Closely Held Corp ☐ Affiliated ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

ASHIMA KAPOOR 14 FORTE DR, OLD WESTBURY, NY 11568

ADAY KUMAR ZALPURI Tower B, 1st Fl, Sector 127, Noida 201301

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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

ASHIMA KAPOOR 14 FORTE DR, OLD WESTBURY, NY 11568

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.

SVAM International, Inc. - Parent Company

280 PAN/Affiliated Company

Interactive Communications & Systems (USA) Inc. - affiliated company

Forte Holding Corp - affiliated company

SVAM International de Mexico - affiliated company

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):

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/15/2015

Signed: \_\_\_\_\_



Print Name: Anil Kapoor

Title: President

Page 4 of 4;

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International de Mexico  
Av. del Software SIN, Parque Cientifico y Tecnologico TECHNOTAM  
Address: \_\_\_\_\_  
City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138

2. Entity's Vendor Identification Number: SIM080812 HKO

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

ROBERT HART - 11332 SEASIDE LANE, FRISCO, TX - 75035

SATYA SHARMA, 6 KENWOOD ST, SETAUKET, NY 11733

YACOV SHAMASH, 7 QUAKER HILL RD, STONY BROOK, NY - 11790

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.

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(a) Name, title, business address and telephone number of lobbyist(s):

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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Dated: 6/15/2015

Signed: \_\_\_\_\_



Print Name: Anil Kapoor

Title: President

Page 4 of 4;

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E-10-17

### SERVICE Supplemental Staffing

NIFS Entry Date: 11/10/16

Term: from 11/16/15 to 11/15/2018

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment I <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES#			

Vendor	
Name SVAM International Inc.	Vendor ID# 113190965-01
Address 233 East Shore Road Great Neck, NY 11023	Contact Person Allen Goiding
	Phone (516) 466-6655 x218

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vendana Manuachu
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571-4265	

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Rec'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered			
	DPW (Capital Only)	CF Capital Fund Approval	11/15		
11/16/16	OMB	Contractor Registered _____ NIFS Approval <input checked="" type="checkbox"/>	11/16/16		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/29/16	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	11/29/16		
11/29/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/29/16		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
12/2/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/2/16		
	County Attorney	NIFS Approval <input type="checkbox"/>	11/30/17		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/14/17		2/14/17
1/5/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/5/17		

MASSACHUSETTS  
SOUTHERN DISTRICT



## Contract Summary

<b>Description:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing.
<b>Purpose:</b> The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis.
<b>Method of Procurement:</b> Request for Proposal.
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20 <sup>th</sup> , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demalo, Bill Doughty, Anthony Pagantini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.
<b>Description of General Provisions:</b> <ol style="list-style-type: none"> <li>NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: <ol style="list-style-type: none"> <li>Indicating an hourly rate that is equal to or less than the rate listed in the contract,</li> <li>Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> <li>All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</li> <li>NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.</li> </ol>
<b>Impact on Funding / Price Analysis:</b> The maximum amount for full consideration for all services under this agreement is increased by \$1,500,000.00, of which \$750,000.00 is being encumbered at this time.
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	IT	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	01	ITGEN1000/DE500	\$80,000.00
Control:	gen	County		\$80000.00	04	PWCAPCAP/0002/97109/000	\$670,000.00
Resp:	1000	Federal		\$	3		\$
Object:	DE	State		\$	4		\$
Transaction:	500	Capital		\$670,000	5		\$
		Other		\$	6		\$
		<b>TOTAL</b>		<b>\$750,000.00</b>		<b>TOTAL</b>	<b>\$750,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: _____
Name: <u>[Signature]</u>	Name: <u>[Signature]</u> Chief Deputy	Date: <u>1/15/17</u>
Date: <u>2/14/17</u>	Date: <u>2/14/17</u>	(For Office Use Only)
		E #:

E-10-17

RULES RESOLUTION NO. 14-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,  
AND SVAM INTERNATIONAL, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-23-17  
VOTING:  
ayes 7 nays 3 abstained 0 recused 0  
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with SVAM International, Inc. ("SVAM") for supplemental staffing 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 said amendment to the above referenced services agreement with SVAM.

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: SVAM International Inc.

CONTRACTOR ADDRESS: 233 East Shore road #201, Great Neck, NY  
11023

FEDERAL TAX ID #: 113190965-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [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 November 16, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

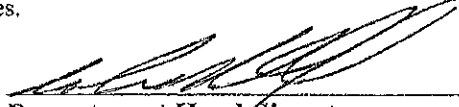
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. (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. (X) Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

12/1/16  
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

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: SVAM International Inc.

CONTRACTOR ADDRESS: 233 East Shore road #201, Great Neck, NY  
11023

FEDERAL TAX ID #: 113190965-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [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 November 16, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

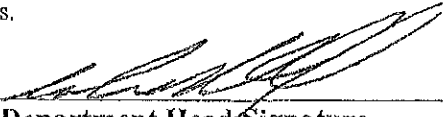
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**IX. (X) Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

11/10/16  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.







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?

COUNTY EXECUTIVE

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: SVAM International, Inc.

Dated: 10/7/2016

Signed: [Signature]

Print Name: Anil Kapoor

Title: President





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

*NOT APPLICABLE*

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

*NOT APPLICABLE*

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

*N/A*



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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: Oct - 7<sup>TH</sup> 2016

Signed:



Print Name:

ANIL KAPOOR

Title:

PRESIDENT





**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Anil Kapoor  
Date of birth 10 / 14 / 1958  
Home address 14 Forte Drive  
City/state/zip Old Westbury, NY 11568  
Business address 233 East Shore Road, Suite 201  
City/state/zip Great Neck, NY 11023  
Telephone 516-466-6655  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President 01 / 11 / 1994 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 100% ownership of SVAM International, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_  
If Yes, provide details. Owner of North Shore Technologies, SVAM Intl de Mexico, Forte Holding and 280 PAN.  
Owner of Interactive Communications & Systems (USA) Inc. until 9/1/2015 and currently an officer .

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details: *see attached*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, 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<sup>th</sup> day of October 2016

MELINDA CARRION

Notary Public, State of New York

No. 01CA6294194

Qualified in Queens County

Commission Expires December 16, 2017



Notary Public

SVAM International, Inc.

Name of submitting business

Anil Kapoor

Print name



Signature

President

Title

10 / 7 / 2016

Date

## SVAM INTERNATIONAL de MEXICO Government Projects

The following is a list of projects and services that SVAM INTERNATIONAL de Mexico has provided to Government organizations during the past 3 years.

1. GRP is a project developed for Cinvestav Tamaulipas. The project was divided into phases starting with analysis in June 2012 and currently under development of phase 3. The first phase was a business process analysis in which we covered all departments, interactions between departments and dependencies. The main goal was to provide the customer with a global vision of his process and a road map for development. After the first phase, the customer selected the main modules required by the Cinvestav to build the core of the system. The project developed for this phase was Sepcop. Sepcop, an Electronic Payment and Budget Control System, is a web based program developed for CINVESTAV Tamaulipas. This system provides a virtual framework for helping CINVESTAV Tamaulipas to use this new method of spending, keeping track of their budget and generating reports. Currently, they are working on the third phase of this project which consists of the acquisitions and budget control modules. The total cost of the project thus far is 110,000 USD.
2. Electronic Invoicing is a requirement by SAT (Mexico's IRS department) in which invoices need to be validated, certified and stamped with their requirements in order to be valid and issued as deductible for tax purposes; SVAM de Mexico are currently providers of this Electronic Invoicing Process for several State Government Organizations in Tamaulipas since December 2012 with more than 280,000 invoices stamped.

### Customers include:

1. Health Secretary.
  2. General Hospital.
  3. Finance Secretary.
  4. Fondo Tamaulipas.
  5. COMAPA Tampico (Water Services Company).
  6. COMAPA Victoria (Water Services Company).
  7. Tamatan Zoo.
  8. Tamaulipas Education for Adults Institute.
  9. Abasolo Municipal Government.
  10. Tamaulipas Sports Institute.
3. Other projects developed for the Tamaulipas State Government include the Kiosk application for the Civil Records Department. This Kiosk application is a self-service

system running on special hardware, capable of printing official certificates like (Birth, Marriage, Divorce and Death) and can receive payments for the services provided. This project was executed from August 2014 to February 2015, with a total cost for hardware and software of 100,000 USD.

4. COMAPA Tampico is a local organization which controls the water services in the Tampico Tamaulipas area. Their operations are based on the SAP R3 ERP. SVAM International Mexico has provided SAP Functional Support Services for the HR Module, implementing SAP standard solution processes, executing them since February 2014 to the present, at a project cost of 30,000 USD.
5. Another project developed by SVAM was the "School control and statistics system" for the Education Secretary in the Tamaulipas State Government. The main purpose of this application is to automate the process for high school and university student enrollment and score registration, enabling the retrieving of relevant statistics for the decision makers. This project was executed from June 2013 to June 2014. This project investment is approximately 400,000 USD.
6. For the Tamaulipas State Government, SVAM Mexico is providing the Supplier portal project that currently is in the analysis phase and will be a web page application to enable XML files representatives to access Invoices of Government State for income and different types of payments and travel expenses, interacting with an SAP ERP database to retrieve and update information according to internal business rules. This project will assist with the electronic storage of invoices to use for different legal requirements in Mexico. This project also will provide the government customers with a tool to verify if an uploaded invoice was paid. The execution of this project is scheduled from March 2015 to June 2015 at a cost of 35,000 USD.





THE UNIVERSITY OF CHICAGO PRESS  
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Australia 150 Cremorne Street, Melbourne, VIC 3008  
Canada 300 Water Street, Toronto, Ontario M5H 1R2  
India 73303, 14th Floor, Plot No. 35, Market Road, Bandra  
East, Mumbai 400 050  
Japan 3-15-1, Higashi-Shinjuku, Shinjuku-Ku, Tokyo 162  
Korea 147-01, 2/F, 360-1, Seongnam-Dong, Seongnam-Si, Kyungki-Do  
Pakistan 7321, H-8, Jinnah Road, F-7/7, Islamabad  
Singapore 117570, 70 Bras Basah Road, #02-01, Singapore  
Sri Lanka 11, Galle Road, Colombo 3  
Taiwan 100, Sec. 4, Roosevelt Rd., Taipei 100  
Thailand 10330, 233/23-24, Sukhumvit Road, Bangkok 10330  
U.S.A. and 477 Williamstown Road, Port Melbourne, VIC 3207  
Australia 150 Cremorne Street, Melbourne, VIC 3008  
Canada 300 Water Street, Toronto, Ontario M5H 1R2  
India 73303, 14th Floor, Plot No. 35, Market Road, Bandra  
East, Mumbai 400 050  
Japan 3-15-1, Higashi-Shinjuku, Shinjuku-Ku, Tokyo 162  
Korea 147-01, 2/F, 360-1, Seongnam-Dong, Seongnam-Si, Kyungki-Do  
Pakistan 7321, H-8, Jinnah Road, F-7/7, Islamabad  
Singapore 117570, 70 Bras Basah Road, #02-01, Singapore  
Sri Lanka 11, Galle Road, Colombo 3  
Taiwan 100, Sec. 4, Roosevelt Rd., Taipei 100  
Thailand 10330, 233/23-24, Sukhumvit Road, Bangkok 10330

NUMERO	ENTIDAD	FECHA
1	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - November 2013
2	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - December 2013
3	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - January 2014
4	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2013 - September 2014
5	CONSULTORA MEXICANA DE NEGOCIOS	January - February 2014
6	COMAPA ZONA CONURBADA	March - December 2014
7	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2014 - September 2015
8	COMAPA ZONA CONURBADA	April - December 2015
9	COMAPA ZONA CONURBADA	September - December 2016
10	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	September - December 2014
11	FIDEICOMISO FONDO MIXTO -CONACYT	September 2015- August 2016
12	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2015 - September 2016
13	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	December 2014 - April 2015
14	SECRETARÍA DE FINANZAS DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	April 2015- June 2016
15	VITEMEX	August 2016 - February 2017
16	SCHOOLAR TECHNOLOGIES LLC	May - September 2016
17	SCHOOLAR TECHNOLOGIES LLC	October - December 2016
18	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL	December 2016

## North Shore Technologies Contracts

- |   |   |               |
|---|---|---------------|
| 1. New Okhla Industrial Development Authority | - | February 2016 |
| 2. Access Financial International             | - | July 2013     |
| 3. AAM Foundation                             | - | July 2014     |

## 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 ASHIMA KAPOOR  
Date of birth 09/15/1966  
Home address 14 FORTE DRIVE  
City/state/zip OLD WESTBURY, NY 11568  
Business address 233 EAST SHORE ROAD, STE 201  
City/state/zip GREAT NECK, NY - 11023  
Telephone 516-466-6655  
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 01/01/1995 Partner   /  /    
Vice President   /  /    
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO   ;  
If Yes, provide details. INTERACTIVE COMMUNICATIONS & SYSTEMS

WWW.ICSUS.COM

(USA) INC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO X  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ASHIMA KAPOOR, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.


Sworn to before me this 8<sup>th</sup> day of December 2016

  
Notary Public

MELINDA CARRION  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Queens County  
Commission Expires December 16, 2017

SYAM INTERNATIONAL, INC.  
Name of submitting business

ASHIMA KAPOOR  
Print name

  
Signature

CHIEF FINANCIAL OFFICER  
Title

12/08/2016  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name VIKAS DHARLANIA  
Date of birth 10/03/1967  
Home address 140 PLAINVIEW RD,  
City/state/zip WOODBURY, NY 11797  
Business address 233 EAST SHORE RD. SUITE 202  
City/state/zip GREAT NECK, NY 11023  
Telephone 516-466-6655 EXT: 214  
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) CHIEF OPERATING OFFICER 01/01/2000 - till date

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Vikas Dhablania, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9<sup>th</sup> day of December 2016  
MELINDA CARRION

Notary Public, State of New York  
No. 01CA6294194

Qualified in Queens County  
Commission Expires December 16, 2017

Melinda Carrion  
Notary Public

SVAM INTERNATIONAL INC.

Name of submitting business

VIKAS DHABLANIA

Print name

Vikas Dhablania

Signature

CHIEF OPERATING OFFICER

Title

12, 09, 2016

Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."**  
**No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/7/2016

1) Proposer's Legal Name: SVAM International, Inc.

2) Address of Place of Business: 233 East Shore Road, Suite 201, Great Neck, NY 11023

List all other business addresses used within last five years: none

3) Mailing Address (if different): none

Phone: 516-466-6655

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 94-642-3985

5) Federal I.D. Number: 11-3190965

6) The proposer is a (check one): Corporation ☒ Sole Proprietorship ☐ Partnership ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding, 280 PAN

- 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. SVAM affiliates listed in response to #8.
- 
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- 
- b) Any misdemeanor charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- 
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_\_ No X

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_\_ No X If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_ No conflict 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 *OK* NONE

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
SVAM would take any and all procedures necessary to assure the County that a conflict of interest would not exist for our firm in the future.

**ATTACHMENTS 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.

SVAM International, Inc. Corporate Capabilities Document provided.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; incorporated in NYS on January 11, 1994

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Anil Kapoor, President & CEO  
SVAM International, Inc.  
233 East Shore Road  
Great Neck, NY 11023

*12/28/2016*

iii) Name, address and position of all officers and directors of the company;

Vikas Dhabla, Chief Operating Officer

Joe Marchese, Managing Director

Michael Capilata, Managing Director

Manav Bhasin, Managing Director

CV Kumar, Managing Director

Mohinder Singh Taneja, Managing Director

Ajay Malhotra, Executive VP

Vish Rajagopalan, Director HR & Global Talent Acquisition

Allen Goldin, Director Business Development

*Ashima Kapoor, Chief Financial Officer*

(All of the officers and directors are located at the same Great Neck, NY headquarters Address)

iv) State of incorporation (if applicable); New York State

v) The number of employees in the firm; 600

vi) Annual revenue of firm; \$29M

vii) Summary of relevant accomplishments

MBE Certified - NYS, NYC, Nassau County

CMMI Level 3 Certified

CMMI Level 5 Approved

ISA 9001:2008 Certified

ISO 27001:2013 Certified

LISA Award Winner

MoProSoft Level 2 Certified

Microsoft Gold partner

- viii) Copies of all state and local licenses and permits.  
NYC and NYS MBE Certifications attached

B. Indicate number of years in business. 22+ years since January 11, 1994

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

SVAM has experience providing Supplemental Staffing Services to the Nassau County Department of IT since the original contracts.

D.. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYC Department of Environmental Protection (DEP)

Contact Person Cecil McMaster

Address 59-17 Junction Blvd.

City/State Flushing, NY 11373

Telephone 718-595-6285

Fax # \_\_\_\_\_

E-Mail Address cmcmaster@dep.nyc.gov



SVAM References

Company: City University of New York (CUNY)

Contact Person: Suman Taneja

Address: 395 Hudson Street

City/State: New York, NY 10014

Telephone: 609-636-1272

E-Mail Address: [suman.taneja@mail.cuny.edu](mailto:suman.taneja@mail.cuny.edu)

Company: NYC Human Resources Administration (HRA)

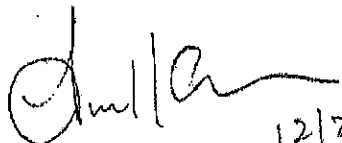
Contact Person: Prashant Thakker

Address: 150 Greenwich Street

City/State: New York, NY 10007

Telephone: 646-235-6208

E-Mail Address: [thakkerp@hra.nyc.gov](mailto:thakkerp@hra.nyc.gov)

  
12/28/2016  
(ANIL KAPOOR)

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, 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<sup>th</sup> day of October 2016

MELINDA CARRION

Notary Public, State of New York

No. 01CA6294194

Qualified in Queens County

Commission Expires December 16, 2017



Notary Public

Name of submitting business: SVAM INTERNATIONAL INC

By: ANIL KAPOOR

Print name



Signature

PRESIDENT

Title

10 / 07 / 2016  
Date

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

Dear Mr. Anil Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

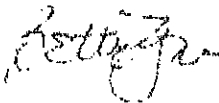
Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Minority Business Enterprise (MBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee  
Director of Certification Operations

# Empire State Development

New York State Department of Economic Development  
633 Third Avenue New York New York 10017 Tel 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

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SVAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

- ESD-I-0139: COMPUTER INTEGRATED SYSTEMS DESIGN
- ESD-I-0147: COMPUTER AUTOMATION
- ESD-I-2101: COMPUTER TECH SUPPORT
- ESD-I-2119: INFORMATION TECHNOLOGY DESIGN
- ESD-I-2172: CONTRACT STAFFING
- ESD-L-2043: COMPUTER CONSULTING
- NAICS-541512: COMPUTER SYSTEMS DESIGN CONSULTING SERVICES



**Small Business  
Services**

**Maria Torres-Springer**  
Commissioner

**Kerri Jew**  
Deputy Commissioner

**Division of Economic &  
Financial Opportunity**

**110 William Street  
New York, NY 10038**

**212.513.6300 tel.  
212.618.8991 fax**

02/26/2015

**Anil Kapoor**  
President

**Svam International, Inc**  
233 East Shore Road, Suite 201  
Great Neck, NY 11023-9999

Tax ID/SSN #: xx-xxx0963

FMS ID #: 0000597703

**RE: MBE Certification**

Dear Anil Kapoor:

The Department of Small Business Services, ("SBS"), hereby certifies your firm pursuant to Title 66, Chapter 11, Subchapter B of the Rules of The City of New York, governing the Minority and Woman-owned Business Enterprise Program. This certification remains in effect until 02/27/2020, but may be reviewed prior to the expiration date.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s). To update your business enterprise's information, create an account online at the SBS Certification Self Service Portal website. Once you've created an account, you will need to connect to your existing business records by using the following PIN 1001Z6V291P. Instructions on how to use your PIN can be found at the SBS Certification Self Service Portal. Go to "Manage My Records" in your online account to update your business enterprise's information. In addition, you can use your online account to submit your annual affidavit and renew expired certifications.

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Directory of Certified Businesses ([www.nyc.gov/buycertified](http://www.nyc.gov/buycertified)) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email [bizhelp@sbs.nyc.gov](mailto:bizhelp@sbs.nyc.gov) or call at 212-513-6444.

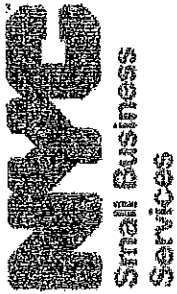
SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access NYC Business Solutions by visiting [www.nyc.gov/businesssolutions](http://www.nyc.gov/businesssolutions) or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or [mwha@sbs.nyc.gov](mailto:mwha@sbs.nyc.gov).

Sincerely,

**Alfred O. Milton**  
Director of Certification

110 William Street • New York, NY 10038  
Tel. 212.513.6300 \* FAX 212.618.8991 \* TDD 212.513.6308  
[www.nyc.gov](http://www.nyc.gov)



Division of Economic and Financial Opportunity

# MBE Certificate

**Svam International, Inc**

*This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).*

Certificate Number: MWCERT-7857

Expires on: **2/27/2020**

*Bill de Blasio*

Bill de Blasio, Mayor

A handwritten signature in black ink, appearing to read "Maria Torres-Springer".

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity  
110 William Street, New York, NY 10038  
212-613-6311  
[www.nyc.gov/eo](http://www.nyc.gov/eo)

***MBE CERTIFIED***

**Syam International, Inc**

**Certificate Number: MWCERT-7857**

**Expires on: 2/27/2020**

# Empire State Development

New York State Department of Economic Development  
633 Third Avenue New York New York 10017 Tel 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

---

SVAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-I-0139: COMPUTER INTEGRATED SYSTEMS DESIGN  
ESD-I-0147: COMPUTER AUTOMATION  
ESD-I-2101: COMPUTER TECH SUPPORT  
ESD-I-2119: INFORMATION TECHNOLOGY DESIGN  
ESD-I-2172: CONTRACT STAFFING  
ESD-L-2043: COMPUTER CONSULTING  
NAICS-541512: COMPUTER SYSTEMS DESIGN CONSULTING SERVICES





**Small Business  
Services**

**Maria Torres-Springer**  
Commissioner

**Kerri Jew**  
Deputy Commissioner

**Division of Economic &  
Financial Opportunity**

**110 William Street**  
New York, NY 10038

**212.513.6300 tel.**  
**212.618.8991 fax**

02/26/2015

Anil Kapoor

President

Syam International, Inc

233 East Shore Road, Suite 201  
Great Neck, NY 11023-9999

Tax ID/SSN #: xx-xxx0963

FMS ID #: 0000597703

**RE: MBE Certification**

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Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email [hizhah@nycsbs.nyc.gov](mailto:hizhah@nycsbs.nyc.gov) or call at 212-513-6444.

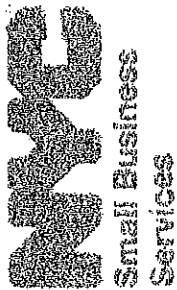
SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access NYC Business Solutions by visiting [www.nyc.gov/businesssolutions](http://www.nyc.gov/businesssolutions) or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or [mybcs@sbs.nyc.gov](mailto:mybcs@sbs.nyc.gov).

Sincerely,

Alfred O. Milton  
Director of Certification

110 William Street • New York, NY 10038  
Tel. 212.513.6300 \* FAX 212.618.8991 \* TDD 212.513.6306  
[www.nyc.gov](http://www.nyc.gov)



Division of Economic and Financial Opportunity

# MBE Certificate

**Svam International, Inc**

*This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).*

Certificate Number: MWCERT-7857

**2/27/2020**

Expires on:

*Bill de Blasio*

Bill de Blasio, Mayor

*Maria Torres-Springer*

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity  
110 William Street, New York, NY 10038  
212-613-6311  
[www.nys.gov/efo](http://www.nys.gov/efo)

***MBE CERTIFIED***

**Svam International, Inc**

Certificate Number: **MWCERT-7857**

Expires on: **2/27/2020**

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

Dear Mr. Anil Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

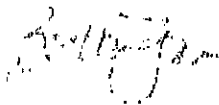
Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Minority Business Enterprise (MBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee  
Director of Certification Operations

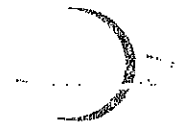


**SVAM**

INTERNATIONAL, INC.

Putting  
Informa  
Techno  
To Worl

[www.svam.com](http://www.svam.com)



**SVAM**  
INTERNATIONAL, INC.  
[www.svam.com](http://www.svam.com)

**SVAM International**

233 East Shore Road, Suite 201  
Great Neck, NY 11023  
☎ 1-800-903-6716  
☎ 1-516-466-6655

303 5th Ave, Suite 1007  
New York, NY 10016  
☎ 1-800-903-6717

**North Shore Technologies**

Logix Techno Park  
3rd Floor, Tower 'D'  
Plot No 5, Sector 127  
Noida - 201301, India  
☎ 91-120-4043400

3rd Floor  
101 Tollygunge Circular Road  
Kolkata - 700053, India  
☎ 91-33-24000204

**SVAM International De Mexico**

Bld. Adolfo Lopez Mateos S/N  
Centro Universitario C.P. 87149  
Ed. Cauce, First Floor  
Victoria, Tamaulipas Mexico  
☎ 52-834-31-2-55-16

Guanajuato 230 A,  
Col. Rodríguez, CP 88630  
Reynosa, Tamaulipas, Mexico  
☎ 52-899-923-23-20

PRESIDENT'S MESSAGE

## THE SVAM DIFFERENCE

SVAM's combination of people, processes, and technology provides a competitive advantage to our clients. Our people are the heart of our business, and our processes and technology are the tools that enable us to deliver superior value to our clients.

### Global Delivery

SVAM's global delivery model allows us to provide our clients with the best talent and resources in the world. Our global delivery model is designed to provide our clients with the best talent and resources in the world, and to ensure that our clients receive the best possible service from our global delivery model.

### Flexible & Nimble

SVAM has adopted a flexible and agile delivery model, allowing us to respond quickly to our clients' changing needs. This allows us to deliver superior value to our clients, and to ensure that our clients receive the best possible service from our flexible and agile delivery model. Our flexible and agile delivery model allows us to respond quickly to our clients' changing needs, and to ensure that our clients receive the best possible service from our flexible and agile delivery model.

### Superior Support

SVAM's superior support is a result of our commitment to our clients. Our superior support is a result of our commitment to our clients, and to ensuring that our clients receive the best possible service from our superior support. Our superior support is a result of our commitment to our clients, and to ensuring that our clients receive the best possible service from our superior support.



### Quality Assurance (QA)

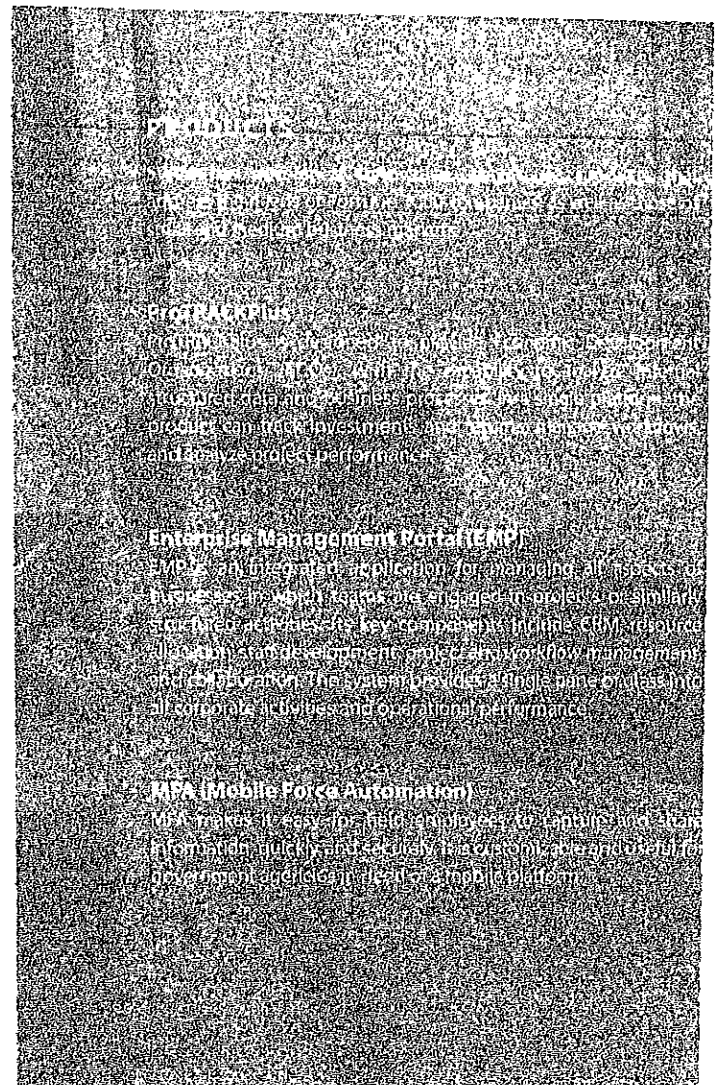
SVAM provides a comprehensive suite of testing and program management services to ensure that organizations realize the maximum value of their investments in enterprise applications. We ensure quality in every step of the testing life cycle by using proven and documented methodologies to improve predictability and reduce ramp up times. Furthermore, we utilize a partnership-based approach and leverage people who understand all aspects of software development life cycle and QA Methodology.

### ERP (Enterprise Resource Planning)

SVAM provides ERP solutions to its clients by integrating business process best practices with specific client requirements. We provide cost-effective solutions that allow our customers to automate their processes and increase visibility across their organizations. Our expertise spans across the industry standard tools including SAP, Oracle, and Microsoft Dynamics.

### Managed Services

SVAM's Managed Services help clients optimize current business processes by off-loading routine, yet vital, IT functions so that they can concentrate on their core businesses. Our managed service offerings allow our clients to achieve higher levels of operational excellence, application stability, and rapid development, all while managing costs.



### ProTRACKPlus

ProTRACKPlus is a comprehensive project management solution that provides a single source of truth for project data. It enables project managers to track project progress, manage resources, and analyze project performance.

### Enterprise Management Portal (EMP)

EMP is an integrated application for managing all aspects of business. It provides a single source of truth for project data, resource allocation, and workflow management. The system provides a single pane of glass into all corporate activities and operational performance.

### MFA (Mobile Force Automation)

MFA makes it easy for field employees to capture and store information quickly and securely. It is a scalable and powerful tool for government agencies in need of a mobile platform.

2008

Certified as CMMI level 3. Entered into partnership with Saperlon & Softheon. Launched Big Data & Analytics and Collaboration practices

2009

Started near shore Development Center in Mexico

2010

Launched Products group with our first product, "ProTRACKPlus"

2011

Added 2 more products to the "EMP" & "MATHEMATICA VIR"

## ABOUT US

- SVAM International Inc. is a Global Information Technology (IT) services provider that delivers value and competitive advantage to its customers by improving their access to critical information, automating their business processes and helping their personnel collaborate effectively.
- Since its inception in 1987, SVAM has grown into a global organization with over 600 employees in the United States, Mexico and India.
- SVAM is a Minority-owned business (a 8(a) MBE) located in New York State and New York City.
- SVAM serves Public Sector clients as well as a strong portfolio of clients in multiple verticals, including: Manufacturing, Healthcare, Pharmaceuticals, Banking & Financial Services, Retail & E-commerce, Telecommunications, Energy & Utilities, Transportation & Logistics, Travel & Hospitality, Education and High-Tech.
- Our successful implementation of hundreds of projects has honed SVAM's methodology and sharpened our delivery process.
- SVAM is committed to building partnerships with best-in-class solution providers, including IBM, Microsoft, SAP, open team, and Oracle, whose products and services complement our own service offering.

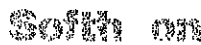
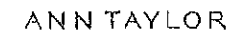
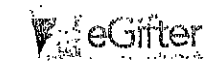
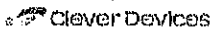
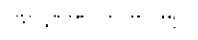
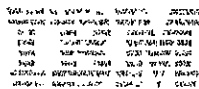
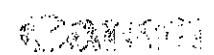
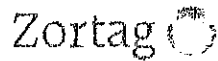


Founded in New York  
as an IT Staffing Company

Launched Solutions Practice and entered  
into partnership with Lotus Notes

Started an offshore  
development center in India

Launched a Public Sector practice  
service Government agencies



### REPRESENTATIVE CLIENTS



COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM international, Inc.

Address: 233 East Shore Road, Suite 201

City, State and Zip Code: Great Neck, NY 11-23

2. Entity's Vendor Identification Number: 11-3190965

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co X Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Vikas Dhablania, 140 Plainview Road, Woodbury, NY 11797

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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11797

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.

Interactive Communications & Systems (USA) Inc. - affiliated company

280 PAN Inc. - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

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~~ None

dlc  
12/05/2016



Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

~~NA~~ None *dk*  
12/01/2016

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

~~NA~~ None *dk*  
14/01/2016

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: Oct 7<sup>th</sup> 2016

Signed: *[Signature]*

Print Name: Amil Kapoor

Title: President

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT #1

THIS AMENDMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SVAM International, Inc., a New York corporation, having its principal office at 233 East Shore Road, Suite 201, Great Neck, NY 11023 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, the County currently receives the Services from several different providers under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under a separate contract with the County; and

WHEREAS, pursuant to County contract number CQIT15000017 between the County and the Contractor, executed on behalf of the County on November 16, 2015 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from November 16, 2015 to November 15, 2018 (the "Term"); and

WHEREAS, the Maximum Amount as defined in the Agreement is Eight Hundred Thousand Dollars (\$800,000.00); and

WHEREAS, the County and Contractor desire to increase the Maximum Amount; and

WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:


1. Maximum Amount. The Maximum Amount shall be increased by One Million and Five Hundred Thousand Dollars (\$1,500,000.00) so that the maximum amount to be paid to the Contractor for the Contractor's Services under the Agreement shall not exceed Two Million and Three Hundred Thousand Dollars (\$2,300,000.00).



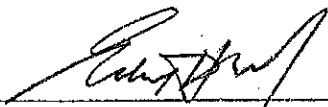
2. Encumbrance. The Contractor understands that only Seven Hundred and Fifty Thousand Dollars (\$750,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

SVAM INTERNATIONAL, INC.

By:   
Name: Anil Kapoor  
Title: President  
Date: 10/25/2016

NASSAU COUNTY

By:   
Name: Edward H. Warner  
Title: Deputy County Executive  
Date: 2/20/17

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 25<sup>TH</sup> day of OCTOBER in the year 2016 before me personally came Anil Kapoor to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of SVAM International, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

  
MELINDA CARRION 10-25-16  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Queens County  
Commission Expires December 16, 2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 23 day of FEBRUARY in the year 2017 before me personally came Edwin Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, 1999-2019



E-162-17

NIFS ID:CLIT17000011

Department: Information Technology

Capital: X

SERVICE: Supplemental Staffing

Contract ID #:CQIT15000017

NIFS Entry Date: 20-JUN-17

Term: from 16-NOV-15 to 15-NOV-18

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: SYAM International Inc.	Vendor ID#: 113190965-01
Address: 233 Eas Shore Road	Contact Person: Allen Goldin
Great Neck, NY 11023	
	Phone: 516-466-6655 x218

Department:
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 old Country Road
Mineola, NY 11501
Phone: 516-571-4265

## Routing Slip

Department	NIFS Entry: X	20-JUN-17 -- VMANUCHA
Department	NIFS Approval: X	21-JUN-17 -- NSTANTON
DPW	Capital Fund Approved: X	26-JUN-17 -- KARNOLD
OMB	NIFA Approval: X	05-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	26-JUN-17 -- MSEIDLER
County Atty.	Insurance Verification: X	21-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	21-JUN-17 -- DMCDERMOTT
Dep. CE	Approval: X	12-JUL-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	06-JUL-17 -- MREYNOLDS

Legislature	Approval: X	26-SEP-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	18-OCT-17 -- RBURKERT
NIFA	NIFA Approval: X	23-OCT-17 -- MKWIATKOWSKI

## Contract Summary

<b>Purpose:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects, including ERP project and other NC IT projects that require additional staffing on an as-needed basis.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.		
<b>Description of General Provisions:</b> Description of General Provisions: <ol style="list-style-type: none"> <li>1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:               <ol style="list-style-type: none"> <li>a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>c. Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> <li>4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</li> <li>4. NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.</li> </ol>		
<b>Impact on Funding / Price Analysis:</b> Impact on Funding / Price Analysis: <p>The maximum amount for full consideration for all services under this agreement is increased by \$600,000.00, of which \$250,000.00 is being encumbered at this time.</p>		
<b>Change in Contract from Prior Procurement:</b> n/a		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

BUDGET CODES	FUNDING	AMOUNT
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Fund:	ITGEN1000		SOURCE		LINE	INDEX/OBJECT CODE	AMOUNT
Control:			Revenue		05	ITGEN1000/DE500	\$ 50,000.00
Resp:			Contract:		04	PWCAPCAP/00002/97109/000	\$ 200,000.00
Object:	DE500		County	\$ 50,000.00			\$ 0.00
Transaction:			Federal	\$ 0.00			\$ 0.00
Project #:	97109		State	\$ 0.00			\$ 0.00
Detail:			Capital	\$ 200,000.00			\$ 0.00
			Other	\$ 0.00			\$ 0.00
			TOTAL	\$ 250,000.00		TOTAL	\$ 250,000.00

RENEWAL	
% Increase	
% Decrease	

E-162-17

RULES RESOLUTION NO. 275 2017

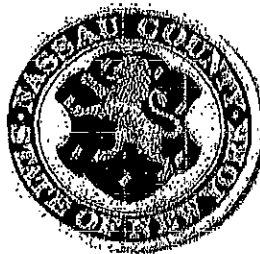
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF  
INFORMATION TECHNOLOGY AND SVAM INTERNATIONAL, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-25-17  
VOTING:  
ayes 4 nays 3 abstained 0 recessed 0  
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with SVAM International, Inc. to provide supplemental staffing services in connection with various information technology projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with SVAM International, Inc.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** SVAM International Inc.

**CONTRACTOR ADDRESS:** 233 East Shore road #201, Great Neck, NY  
11023

**FEDERAL TAX ID #:** 113190965-01

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [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 November 16, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demalo, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tenoe George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. (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. (X) Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

\_\_\_\_\_  
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

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## Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

the County Executive

the Comptroller

the District Attorney

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: SVAM International, Inc.

Dated: 06/07/2017

Signed:

A handwritten signature in dark ink, appearing to read "Anil Kapoor", is written over a horizontal line.

Print Name: Anil Kapoor

Title: President

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## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

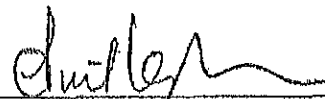
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 06/07/2017

Signed:



Print Name:

Anil Kapoor

Title:

President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Anil Kapoor  
Date of birth 10 / 14 / 1958  
Home address 14 Forte Drive  
City/state/zip Old Westbury, NY 11568  
Business address 233 East Shore Road, Suite 201  
City/state/zip Great Neck, NY 11023  
Telephone 516-466-8856  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 01 / 11 / 1994 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_\_ If Yes, provide details. 100% ownership of SVAM International, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_\_  
If Yes, provide details. Owner of North Shore Technologies, SVAM Int'l de Mexico, Forte Holding and 280 PAN.  
Owner of Interactive Communications & Systems (USA) Inc. until 9/1/2016 and currently an officer

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO       
If Yes, provide details. *see attached*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (3) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES      NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES      NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES      NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES      NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES      NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anil Kapoor, 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<sup>th</sup> day of June, 2017

MELINDA CARRION  
Notary Public, State of New York  
No. 010A0294194  
Qualified in Queens County  
Commission Expires December 16, 2017

Melinda Carrion  
Notary Public

SVAM International, Inc  
Name of submitting business

Anil Kapoor  
Print name

Anil Kapoor  
Signature

President  
Title

06 / 07 / 2017  
Date

## SVAM INTERNATIONAL de MEXICO Government Projects

The following is a list of projects and services that SVAM INTERNATIONAL de Mexico has provided to Government organizations during the past 3 years.

1. GRP is a project developed for Cinvestav Tamaulipas. The project was divided into phases starting with analysis in June 2012 and currently under development of phase 3. The first phase was a business process analysis in which we covered all departments, interactions between departments and dependencies. The main goal was to provide the customer with a global vision of his process and a road map for development. After the first phase, the customer selected the main modules required by the Cinvestav to build the core of the system. The project developed for this phase was Sepoop. Sepoop, an Electronic Payment and Budget Control System, is a web based program developed for CINVESTAV Tamaulipas. This system provides a virtual framework for helping CINVESTAV Tamaulipas to use this new method of spending, keeping track of their budget and generating reports. Currently, they are working on the third phase of this project which consists of the acquisitions and budget control modules. The total cost of the project thus far is 110,000 USD.
2. Electronic Invoicing is a requirement by SAT (Mexico's IRS department) in which invoices need to be validated, certified and stamped with their requirements in order to be valid and issued as deductible for tax purposes; SVAM de Mexico are currently providers of this Electronic Invoicing Process for several State Government Organizations in Tamaulipas since December 2012 with more than 280,000 invoices stamped.

### Customers include:

1. Health Secretary.
  2. General Hospital.
  3. Finance Secretary.
  4. Fondo Tamaulipas.
  5. COMAPA Tampico (Water Services Company).
  6. COMAPA Victoria (Water Services Company).
  7. Tamatan Zoo.
  8. Tamaulipas Education for Adults Institute.
  9. Abasco Municipal Government.
  10. Tamaulipas Sports Institute.
3. Other projects developed for the Tamaulipas State Government include the Kiosk application for the Civil Records Department. This Kiosk application is a self-service

system running on special hardware, capable of printing official certificates like (Birth, Marriage, Divorce and Death) and can receive payments for the services provided. This project was executed from August 2014 to February 2015, with a total cost for hardware and software of 100,000 USD.

4. COMAPA Tampico is a local organization which controls the water services in the Tampico Tamaulipas area. Their operations are based on the SAP R3 ERP. SVAM International Mexico has provided SAP Functional Support Services for the HR Module, implementing SAP standard solution processes, executing them since February 2014 to the present, at a project cost of 30,000 USD.
5. Another project developed by SVAM was the "School control and statistics system" for the Education Secretary in the Tamaulipas State Government. The main purpose of this application is to automate the process for high school and university student enrollment and score registration, enabling the retrieving of relevant statistics for the decision makers. This project was executed from June 2013 to June 2014. This project investment is approximately 400,000 USD.
6. For the Tamaulipas State Government, SVAM Mexico is providing the Supplier portal project that currently is in the analysis phase and will be a web page application to enable XML files representatives to access Invoices of Government State for income and different types of payments and travel expenses, interacting with an SAP ERP database to retrieve and update information according to internal business rules. This project will assist with the electronic storage of invoices to use for different legal requirements in Mexico. This project also will provide the government customers with a tool to verify if an uploaded invoice was paid. The execution of this project is scheduled from March 2015 to June 2015 at a cost of 35,000 USD.

AUTOMATICO			Automatic renewal
1	TIEDAS GRAND, S.A. DE C.V.		September 2013 - March 2014
2	ARECON, S.A. DE C.V.		April 2014 - December 2016
3	TRW VEHICLE SAFETY SYSTEMS DE MEXICO S DE RL DE CV		May 2014 - December 2016
4	TRW SISTEMAS DE DIRECCIONES S DE RL DE CV		May 2014 - December 2016
5	TELEPLAN DE MEXICO SA DE CV		January - June 2015
6	JOHNSON CONTROLS DE SERVICIOS MEXICO S DE RL DE CV		April 2015 - December 2016
7	TRW OCCUPANT RESTRAINTS DE CHIHUAHUA S DE RL DE CV		April 2015 - December 2016
8	TRW STEERING WHEEL SYSTEMS DE CHIHUAHUA S DE RL DE CV		July 2015
9	FRANWELL, INC		July 2015 - September 2016
10	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL		September 2015 - October 2016
11	FRANWELL, INC		January - December 2016
12	FRENOS Y MECANISMOS S DE RL DE CV		January - December 2016
13	TRW SISTEMAS DE FRENADO S DE RL DE CV		July - December 2016
14	EUROFREN INVESTMENT S. DE R.L. DE C.V.		

Cuentas de Cobro		
1	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - November 2013
2	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - December 2013
3	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - January 2014
4	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2013 - September 2014
5	CONSULTORA MEXICANA DE NEGOCIOS	January - February 2014
6	COMAPA ZONA CONURBADA	March - December 2014
7	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2014 - September 2015
8	COMAPA ZONA CONURBADA	April - December 2015
9	COMAPA ZONA CONURBADA	September - December 2015
10	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	September - December 2014
11	FEDICOMISO FONDO MEXICO - CONACYT	September 2015 - August 2016
12	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2015 - September 2016
13	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	December 2014 - April 2015
14	SECRETARÍA DE FINANZAS DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	April 2015 - June 2016
15	VITEMEX	August 2016 - February 2017
16	SCHOOLAR TECHNOLOGIES LLC	May - September 2016
17	SCHOOLAR TECHNOLOGIES LLC	October - December 2016
18	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL	December 2016



## North Shore Technologies Contracts

- |   |   |               |
|---|---|---------------|
| 1. New Okhla Industrial Development Authority | - | February 2016 |
| 2. Access Financial International             | - | July 2013     |
| 3. AAM Foundation                             | - | July 2014     |

## 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 VIKAS DHARLANIA  
Date of birth 10/03/1967  
Home address 140 DCAINVIEW RD  
City/state/zip WOODBURY, NY 11797  
Business address 233 EAST SHORE RD, SUITE 202  
City/state/zip GREAT NECK, NY 11028  
Telephone 516-466-6655 ETN: 214  
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) CMGR OPERATING OFFICER 01/01/2000 - till date
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO X  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (6) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Vikas Dhablania, 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<sup>th</sup> day of June 2017

MELINDA CARRION  
Notary Public, State of New York  
No. 010A6294194  
Qualified in Queens County  
Commission Expires December 18, 2017

Melinda Carrion  
Notary Public

SVAM International, Inc  
Name of submitting business

Vikas Dhablania  
Print name

Vikas Dhablania  
Signature

Chief Operating Officer  
Title

6/7/2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO  
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL  
WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR  
AWARD

1. Principal Name ASHIMA KAPOOR  
Date of birth 09/15/1966  
Home address 14 FORTE DRIVE  
City/state/zip OLD WESTBURY, NY 11568  
Business address 233 EAST SHORE ROAD STE 201  
City/state/zip GREAT NECK, NY - 110023  
Telephone 516-466-6655  
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 01/01/1995 Partner      /      /       
Vice President      /      /       
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES      NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ;  
If Yes, provide details. **INTERACTIVE COMMUNICATIONS & SYSTEMS**  
**(USA) Inc.**

WWW.ICSVS.COM

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise effect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 6 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 8? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 8, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 8 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.



**CERTIFICATION**

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I, ASHIMA KAPOOR, 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<sup>th</sup> day of June 2017

MELINDA CARRION  
Notary Public, State of New York  
No. 010A8204194  
Qualified in Queens County  
Commission Expires December 16, 2017

Melinda Carrion  
Notary Public

SVAM International, Inc.  
Name of submitting business

Ashima Kapoor  
Print name

Ashima Kapoor  
Signature

Chief Financial Officer  
Title

06/07/2017  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 6/7/2017

1) Proposer's Legal Name: SVAM International, Inc.

2) Address of Place of Business: 233 East Shore Road, Suite 201, Great Neck, NY 11023

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): NONE

Phone : 516-466-6655

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 94-642-3985

5) Federal I.D. Number: 11-3190965

6) The proposer is a (check one): Corporation ☒ Sole Proprietorship ☐ Partnership ☐  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding, 280 PAN

- Rev. 3-2016

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_ No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_ No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_ No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
SVAM would take any and all procedures necessary to assure the County that a conflict of interest would not exist for our firm in the future.

## ATTACHMENTS 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.

SVAM International, Inc. Corporate Capabilities Document provided.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; Incorporated in NYS on January 11, 1994  
ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Anil Kapoor, President & CEO  
SVAM International, Inc.  
233 East Shore Road  
Great Neck, NY 11023

- iii) Name, address and position of all officers and directors of the company;

Vikas Dhablania, Chief Operating Officer  
Ashima Kapoor, Chief Financial Officer  
Joe Marchese, Managing Director  
Michael Capilets, Managing Director  
Manav Bhasin, Managing Director  
CV Kumar, Managing Director  
Mohinder Singh Taneja, Managing Director  
Ajay Malhotra, Executive VP  
Vish Rajagopalan, Director HR & Global Talent Acquisition  
Allen Goldin, Director Business Development

(All of the officers and directors are located at the same Great Neck, NY headquarters Address)

- iv) State of incorporation (if applicable); New York State  
v) The number of employees in the firm; 800  
vi) Annual revenue of firm; \$33M  
vii) Summary of relevant accomplishments

MBE Certified – NYS, NYC, Nassau County  
CMMI Level 3 Certified  
CMMI Level 5 Approved  
ISA 9001:2008 Certified

ISO 27001:2013 Certified

LISA Award Winner

MoProSoft Level 2 Certified

Microsoft Gold partner

- viii) Copies of all state and local licenses and permits.  
NYC and NYS MBE Certifications attached

B. Indicate number of years in business. 23+ years since January 11, 1994

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

SVAM has experience providing Supplemental Staffing Services to the Nassau County Department of IT since the original contracts.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYC Department of Environmental Protection (DEP)

Contact Person Cecil McMaster

Address 59-17 Junction Blvd.

City/State Flushing, NY 11373

Telephone 718-595-6285

Fax # \_\_\_\_\_

E-Mail Address cmcmaster@dep.nyc.gov

#### SVAM References

Company: City University of New York (CUNY)

Contact Person: Suman Taneja

Address: 395 Hudson Street

City/State: New York, NY 10014

Telephone: 609-636-1272

E-Mail Address: [suman.taneja@mail.cuny.edu](mailto:suman.taneja@mail.cuny.edu)

Company: NYC Human Resources Administration (HRA)

Contact Person: Prashant Thakker

Address: 150 Greenwich Street

City/State: New York, NY 10007

Telephone: 646-235-6208

E-Mail Address: [thakkerp@hra.nyc.gov](mailto:thakkerp@hra.nyc.gov)

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ANIL KAPOOR, 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<sup>th</sup> day of June, 2017.

MELINDA CARRION  
Notary Public, State of New York  
No. 010A0204184

Qualified in Queens County  
Commission Expires December 16, 2017

Melinda Carrion  
Notary Public

Name of submitting business: SYAM INTERNATIONAL INC.

By: ANIL KAPOOR  
Print name  
[Signature]  
Signature

PRESIDENT & CEO  
Title

06 / 07 / 2017  
Date



# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11023

Dear Mr. Anil Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and NYCRR Section 140 through 145 of the Regulations.

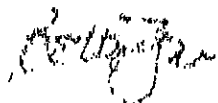
Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Minority Business Enterprise (MBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes, including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee  
Director of Certification Operations

# **Empire State Development**

New York State Department of Economic Development  
685 Third Avenue New York New York 10017 Tel 212 803 2414  
Web Site: [www.esd.ny.gov/MWBE/html](http://www.esd.ny.gov/MWBE/html)

October 16, 2014

File ID: 46500

Mr. Anil Kapoor  
SVAM International Inc.  
233 East Shore Road Suite 201  
Great Neck, NY 11028

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SVAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-I-0139: COMPUTER INTEGRATED SYSTEMS DESIGN  
ESD-I-0147: COMPUTER AUTOMATION  
ESD-I-2101: COMPUTER TECH SUPPORT  
ESD-I-2119: INFORMATION TECHNOLOGY DESIGN  
ESD-I-2172: CONTRACT STAFFING  
ESD-L-2049: COMPUTER CONSULTING  
NAICS-541512: COMPUTER SYSTEMS DESIGN CONSULTING SERVICES



Maria Torres-Springer  
Commissioner

Kerri Jaw  
Deputy Commissioner

Division of Economic &  
Financial Opportunity

110 William Street  
New York, NY 10038

212.513.6300 tel.  
212.618.8891 fax

02/25/2015

Anil Kapoor

President

Syam International, Inc

233 East Shore Road, Suite 201  
Great Neck, NY 11023-9999

Tax ID/SSN #: xx-xxx0965

FMS ID #: 0000597703

RE: MBE Certification

Dear Anil Kapoor:

The Department of Small Business Services ("SBS"), hereby certifies your firm pursuant to Title 66, Chapter 11, Subchapter B of the Rules of The City of New York, governing the Minority and Woman-owned Business Enterprise Program. This certification remains in effect until 02/27/2020, but may be reviewed prior to the expiration date.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s). To update your business enterprise's information, create an account online at the SBS Certification Self Service Portal website. Once you've created an account, you will need to connect to your existing business records by using the following PIN 100126V291P. Instructions on how to use your PIN can be found at the SBS Certification Self Service Portal. Go to "Manage My Records" in your online account to update your business enterprise's information. In addition, you can use your online account to submit your annual affidavit and renew expired certifications.

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Directory of Certified Businesses ([www.nyc.gov/buycertified](http://www.nyc.gov/buycertified)) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email [btac@nycsbs.nyc.gov](mailto:btac@nycsbs.nyc.gov) or call at 212-313-6444.

SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access NYC Business Solutions by visiting [www.nyc.gov/businesssolutions](http://www.nyc.gov/businesssolutions) or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or [mybiz@nycsbs.nyc.gov](mailto:mybiz@nycsbs.nyc.gov).

Sincerely,

Alfred O. Milton  
Director of Certification

110 William Street • New York, NY 10038  
Tel. 212.513.6300 \* FAX 212.618.8891 \* TDD 212.513.6306  
[www.nyc.gov](http://www.nyc.gov)



Division of Economic and Financial Opportunity

# MBE Certificate

**Svam International, Inc**

*This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).*

Certificate Number:

MWCCERT-7857

Expires on:

2/27/2020

*Bill de Blasio*

Bill de Blasio, Mayor

*Maria Torres-Springer*

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity  
110 William Street, New York, NY 10038  
212-813-6311  
[www.nyed.gov/efo](http://www.nyed.gov/efo)

**MBE CERTIFIED**

**Syria International Inc**

Certificate Number: **MWCERT-7857**

Expires on: **3/27/2020**

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International, Inc.

Address: 288 East Shore Road, Suite 201

City, State and Zip Code: Great Neck, NY 11-23

2. Entity's Vendor Identification Number: 11-3190986

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11686

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11686

Vikas Dhabliwala, 140 Plainview Road, Woodbury, NY 11797

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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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11797

\_\_\_\_\_

\_\_\_\_\_

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.

Interactive Communications & Systems (USA) Inc. - affiliated company

280 PAN Inc. - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/7/2017

Signed: 

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Interactive Communications & Systems (USA) Inc.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 11-8278889

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co ☒ Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

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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.

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

\_\_\_\_\_

\_\_\_\_\_

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.

SVAM International, Inc. - Parent Company

280 PAN Inc. - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

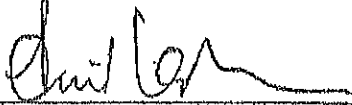
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 06/07/2017

Signed: 

Print Name: Anil Kapoor

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

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 280 PAN INC.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11023

2. Entity's Vendor Identification Number: 11-6173881

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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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.

SVAM International, Inc. - Parent Company

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Interactive Communications & Systems (USA) Inc. - affiliated company

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Forte Holding Corp - affiliated company

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North Shore Technologies - affiliated company

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SVAM International de Mexico - affiliated company

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 06/07/2017

Signed: 

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FORTE HOLDING CORP.

Address: 233 East Shore Road

City, State and Zip Code: Great Neck, NY 11029

2. Entity's Vendor Identification Number: 28-3852049

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co X Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

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.

SVAM International, Inc. - Parent Company

280 PAN - affiliated company

North Shore Technologies - affiliated company

SVAM International de Mexico - affiliated company

Interactive Communications & Systems (USA) Inc. - affiliated company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

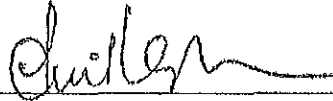
None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 06/07/2017

Signed:



Print Name: Anil Kapoor

Title: President

The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: North Shore Technologies Pvt Ltd

Address: Lanka Techno Park, 1st Fl. Tower B, Plot #B, Sector # 127

City, State and Zip Code: Noida - 201301, UP INDIA

2. Entity's Vendor Identification Number: AAAGN9477H

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co ☒ Closely Held Corp affiliated Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor, 14 Forte Dr, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Dr, Old Westbury, NY 11568

Ajay Kumar Zalpuri, Tower B, 1st Fl, Sector 127, Noida 201301

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.

Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568

Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11568

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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.

SVAM International, Inc. - Parent Company

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280 PAN - affiliated company

---

Interactive Communications & Systems (USA) Inc. - affiliated company

---

Forte Holding Corp - affiliated company

---

SVAM International de Mexico - affiliated company

---

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 activity of each lobbyist. See below for a complete description of lobbying activities.

None

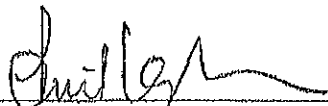
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 06/07/2017

Signed: 

Print Name: Anil Kapoor

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  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SVAM International de Mexico

Address: Av. del Software S/N, Parque Científico y Tecnológico TECHNOTAM

City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138

2. Entity's Vendor Identification Number: SIM080812HKQ

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co x Closely Held Corp affiliate Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

Robert Hart - 11332 Seaside Lane, Frisco, TX 75035

Satya Sharma - 6 Kenwood St, Setauket, NY 11733

Yacov Shamash - 7 Quaker Hill Rd, Stony Brook, NY 11790

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.

Anil Kapoor - 14 Forte Drive, Old Westbury, NY 11568

Robert Hart - 11332 Seaside Lane, Frisco, TX 75035

Satya Sharma - 6 Kenwood St, Setauket, NY 11733

Yacov Shamash - 7 Quaker Hill Rd, Stony Brook, NY 11790

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.

SVAM International, Inc. - Parent Company

280 PAN - affiliated company

Interactive Communications & Systems (USA) Inc. - affiliated company

Forte Holding Corp - affiliated company

North Shore Technologies - affiliated company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

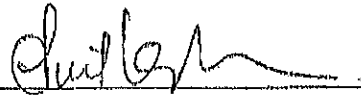
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 06/07/2017

Signed: 

Print Name: Anil Kapoor

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT #2

THIS AMENDMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SVAM International, Inc., a New York corporation, having its principal office at 233 East Shore Road, Suite 201, Great Neck, NY 11023 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, the County currently receives the Services from several different providers under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under a separate contract with the County; and

WHEREAS, pursuant to County contract number CQIT15000017 between the County and the Contractor, executed on behalf of the County on November 16, 2015, and subsequently amended on February 23, 2017 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from November 16, 2015 to November 15, 2018 (the "Term"); and

WHEREAS, the Maximum Amount, as defined in the Agreement, is Two Million Three Hundred Thousand Dollars (\$2,300,000.00); and

WHEREAS, the County is in the process of transitioning to a new enterprise resource planning system (the "ERP System");

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System;

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; and

WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by Six Hundred Thousand Dollars (\$600,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Two Million, Nine Hundred Thousand Dollars (\$2,900,000.00).
2. Encumbrance. The Contractor understands that only Two Hundred and Fifty Thousand Dollars (\$250,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered under this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

SVAM INTERNATIONAL, INC.

By: 

Name: ANIL KAPOOR

Title: PRESIDENT & CEO

Date: 06/07/2017

NASSAU COUNTY

By: 

Name: Charles Ribick

Title: Deputy County Executive

Date: 10/11/17

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 7<sup>th</sup> day of June in the year 2017 before me personally came  
Anu Kapoor to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is the  
President of SVAM INTERNATIONAL INC., the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name thereto  
by authority of the board of directors of said corporation.

NOTARY PUBLIC

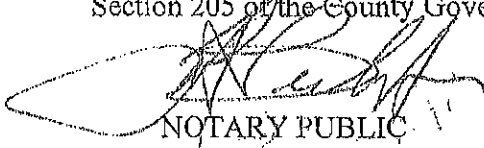
  
MELINDA CARRION  
Notary Public, State of New York  
No. 01CA6294194  
Qualified in Queens County  
Commission Expires December 16, 2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 25<sup>th</sup> day of October in the year 2017 before me personally came  
Charles Ribando to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is a Deputy  
County Executive of the County of Nassau, the municipal corporation described herein and which  
executed the above instrument; and that he or she signed his or her name thereto pursuant to  
Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01683073163  
Qualified in Nassau County  
Commission Expires February 18, 2019

2019



Client#: 46703

SVAMI

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 516 538-7000 FAX (A/C, No): 15163903555 E-MAIL ADDRESS:															
<b>INSURED</b> SVAM International, Inc. 233 East Shore Road # 201 Great Neck, NY 11023		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: St. Paul Guardian Insurance</td> <td>24775</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25655</td> </tr> <tr> <td>INSURER C: ACE American Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: St. Paul Guardian Insurance	24775	INSURER B: Travelers Indemnity Company	25655	INSURER C: ACE American Insurance Co		INSURER D: Federal Insurance Company		INSURER E:		INSURER F:	
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INSURER D: Federal Insurance Company																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL COVR INSR. BY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZLP12T361341	03/25/2017	03/25/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA5993P63115	03/25/2017	03/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		ZUP12T363671	03/25/2017	03/25/2018	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HOUB0D363512	03/25/2017	03/25/2018	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab		G46610531001	3/25/17	3/25/18	\$3,000,000-\$50K Retent.
D	Crime-Emp Dis.		68032971	10/30/16	10/30/17	\$5,000,000-\$15K ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All coverages are subject to policy terms, conditions and exclusions.

Certificate holder is included as additional insured as required by written contract or agreement with respect to the general liability coverage.

<b>CERTIFICATE HOLDER</b> County of Nassau 240 Old Country Road Mineola, NY 11501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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E-69-18

**NIFS ID:**CQTV18000002      **Department:** Traffic & Parking Violations

**Capital:**

SERVICE: Judicial Hearing Officer

Contract ID #:CQTV18000002

NIFS Entry Date: 07-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Richard A. LaPera</b>	Vendor ID#:
Address:	Contact Person: Richard A. LaPera
50	Phone: 516-318-2320

<b>Department:</b>	
Contact Name: Dave Rich	
Address:	
Phone: 516-572-2178	

## Routing Slip

Department	NIFS Entry: X	26-FEB-18 -- DRICH
Department	NIFS Approval: X	26-FEB-18 -- DRICH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-FEB-18 -- APERSICH
OMB	NIFS Approval: X	26-FEB-18 -- WCOTE
County Atty.	Insurance Verification: X	26-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	26-FEB-18 -- DGREGWARE
Dep. CE	Approval: X	31-MAY-18 -- TFOX
Leg. Affairs	Approval/Review: X	01-MAY-18 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Mandated Judicial Hearing Officer
<b>Method of Procurement:</b> As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. The proposed JHO is recommended by the Executive Director of TPVA. Upon certification by the Nassau County Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, the appointment is made.
<b>Procurement History:</b> The contractor has been a TPVA JHO for many years. Also the JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.
<b>Description of General Provisions:</b> The Contractor shall serve as a JHO as more fully described above.
<b>Impact on Funding / Price Analysis:</b> \$.01
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	TV	Revenue		1	TVGEN1000DE500	\$ 0.01
Resp:	1000	Contract:				\$ 0.00
Object:	DE	County	\$ 0.01			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Richard A. Lapera

2. Dollar amount requiring NIFA approval: \$30000

Amount to be encumbered: \$30000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: one year

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Mandated Judicial Hearing Officer

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

28-FEB-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS  
AGENCY, AND RICHARD A. LAPERA

WHEREAS, the County has negotiated a personal services agreement  
with Richard A. LaPera to act as a judicial hearing officer, 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 Richard A. LaPera.

19-2 0 9-10 017

2019-10-09 10:10:10  
ALBANY, NY 12224  
ALBANY, NY 12224



Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Richard A. LaPera

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
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.


LAURA CURRAN  
COUNTY EXECUTIVE



**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**  
16 COOPER STREET  
HEMPSTEAD, NEW YORK 11550  
(516) 572-2654

***INTER-DEPARTMENTAL MEMO***

**TO:** Jack Schnirman  
Nassau County Comptroller

**FROM:** Dave Rich   
Deputy Director

**DATE:** February 22, 2018

**SUBJECT:** Compliance with Comptroller Approval Form for  
Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Hon. Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process. Judge LaPera has been providing this service for us since 2008 and is efficient and more than competent in his ability to reduce our case load and to determine cases.

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

\_\_\_\_\_ *no* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/8/17

Vendor: RICHARD ALA Pera  
Signed: R. Pera  
Print Name: RICHARD ALA Pera  
Title: J.H.O.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard A. La Pera  
Date of birth \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/z \_\_\_\_\_  
Business address N/A \_\_\_\_\_  
City/state/zip N/A \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) N/A \_\_\_\_\_  
City/state/zip N/A \_\_\_\_\_  
Telephone N/A \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_

Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_

Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_

Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_

Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_

(Other) Individual

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ✓  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ✓ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ✓ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ✓ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ✓ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ✓ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ✓ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ✓ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ✓ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business/entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard LaPera, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13<sup>th</sup> day of September 2017

[Signature]  
Notary Public



RICHARD A PERA

Name of submitting business

RICHARD A PERA

Print name

[Signature]

Signature

J. H. O

Title

9, 13, 17

Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/8/17

1) Proposer's Legal Name: Richard A. La Pera

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

None

3) Mailing Address (if different): \_\_\_\_\_

Phone : \_\_\_\_\_

Does the business own or rent its facilities? No

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a (check one): ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☐

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_\_ No    If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_\_ No    If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_\_ No   ; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_\_ No    If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.   None  

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting 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 on behalf of Nassau County.   None  

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

  We will conduct the business as usual and avoid any conflict of interest.    
  Richard A. [Signature]

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

*I have been a judge since 1963. I have been a criminal judge for Nassau County for 24 years. I have been a J.H.O. since 1980.*

- B. Indicate number of years in business.

*See Complete Resumes*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

*Leslie Ann Alexis*

*8:*

*10/1/00*

Company Individual  
Contact Person Paul Nungesser  
Address 11111 1st St  
City/State San Francisco, CA  
Telephone 415 555 1234  
Fax #   
E-Mail Address pnung@comcast.net

---

Company Individual  
Contact Person Stephen De Angelo  
Address 1111 1st St  
City/State San Francisco, CA  
Telephone 415 555 1234  
Fax #   
E-Mail Address stephen@comcast.net

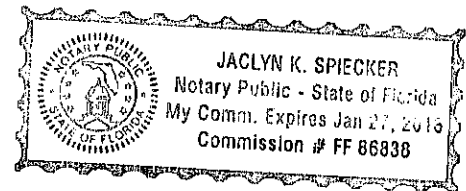
# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Salas, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of November 2017

[Signature]  
Notary Public



Name of submitting business: J.H.O.

By: Richard Salas  
Print name  
[Signature]  
Signature

J.H.O.  
Title

11 / 08 / 2017  
Date



## Richard A. La Pera

June 1963 – Graduated from New York Law School in Manhattan

July 1963 – Passed New York Bar Exam

December 1963 – Admitted to “New York State Bar Second Judicial Department”

December 1963 – December 1984 – Practiced law in Port Washington NY, specializing: Criminal, Real Estate and Estate Law.

January 1984 – January 1990 – Elected to Nassau County District Court (Town of North Hempstead. Presided over both criminal and civil cases.

January 1997 – Elected to the Nassau County Court, criminal division for ten years.

2008 – Appointed JHO to Nassau Count District Court, Traffic and Parking Violations Agency and still serving in that capacity in 2017.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Richard H. La Pera

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11000

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Individual Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*None*

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

*None*

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

*no me.*

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

*I am not Lobbyist*

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1-15-18

Signed: *Richard A. Pera*

Print Name: RICHARD A. PERA

Title: J.H. O

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Richard A. LaPera, having his principal office at \_\_\_\_\_ (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2018 and terminate December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

- a. determine all questions of law;
- b. act as the exclusive trier of all issues of fact
- c. render a verdict;
- d. impose sentence; or
- e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars (\$350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars (\$175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars (\$175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Thirty Thousand Dollars (\$30,000.00) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Partial Encumbrance. Contractor acknowledges that all funds under this Agreement are subject to encumbrance. Contractor further acknowledges that there shall be no encumbrance under this Agreement. Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or

Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in



connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the Contractor's negligence or willful misconduct.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual

written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. 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.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the

County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. 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.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions

set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(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.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. 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).

(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.

**Richard A. LaPera**

By: Richard A. LaPera  
Name: Richard A. LaPera  
Title: Judicial Hearing Officer  
Date: 9/13/17

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

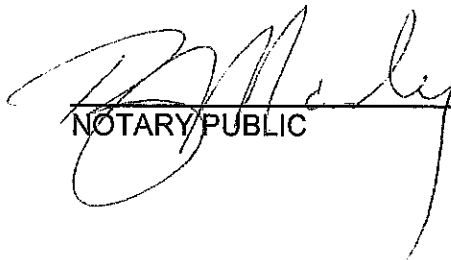
STATE OF NEW YORK)

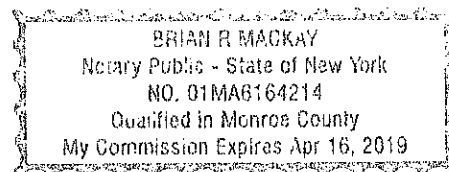
)ss.:

COUNTY OF NASSAU)

*Monroe*

On the 13 day of September in the year 2017 before me personally came Richard A. La Pera 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 individual described herein and which executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and

any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.



The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## Certificate of Compliance

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ (Address)

(Telephone Number)

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:

11 me

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:

None

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/8/17  
Dated

*Richard L. Pera*  
Signature of Chief Executive Officer

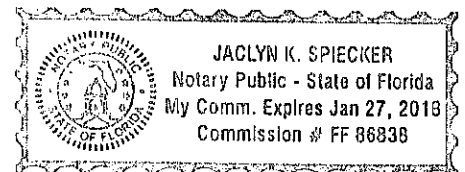
*Richard L. Pera*  
Name of Chief Executive Officer

Sworn to before me this

8<sup>th</sup> day of November, 2017 B

11/8/17

*Jaclyn K. Spiecker*  
Notary Public




LAURA CURRAN  
COUNTY EXECUTIVE



**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**  
16 COOPER STREET  
HEMPSTEAD, NEW YORK 11550  
(516) 572-2654

***INTER-DEPARTMENTAL MEMO***

**TO:** Sue Chodkowski  
Treasurer - CSEA

**FROM:** Dave Rich  
Deputy Director 

**DATE:** February 22, 2018

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique, and Hon. Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process.



E-71-18

**NIFS ID:CLPK18000002 Department: Parks****Capital:**

SERVICE: Running Series

Contract ID #:CQPK17000004

NIFS Entry Date: 15-FEB-18

Term: from to

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Greater Long Island Running Club, Inc.</b>	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: Mike Polanski
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Eileen Krieb	
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554	
Phone: 516-572-0272	

106 JUN 13 4 10:39 PM  
 NASSAU COUNTY  
 CLERK OF SUPREME COURT

**Routing Slip**

Department	NIFS Entry: X	13-FEB-18 -- PABUFFOLINO
Department	NIFS Approval: X	16-FEB-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	25-APR-18 -- APERSICH
OMB	NIFS Approval: X	25-APR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	13-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	16-FEB-18 -- DGRIPPO
Dep. CE	Approval: X	01-JUN-18 -- BSCHNEIDER

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>26-APR-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The services to be provided by the Contractor under this Agreement shall consist of: coordinating, implementing and conducting the Run Start Run Smart Running Series (the Program) This Amendment covers the 3 year period of the RFP, however, we are only applying for Year 2 funds. Original contract CQPK17000004 is attached.
<b>Method of Procurement:</b> RFP #0324-1607 issued on March 24, 2016
<b>Procurement History:</b> RFP #0324-1607 issued March 24, 2016 cqpk17000004
<b>Description of General Provisions:</b> Year 2 of contract. The Run Smart Program is a series of races starting in January, 2018 and ends in April and the Run Start Program starts in June and ends in August.
<b>Impact on Funding / Price Analysis:</b> Price Analysis: None- Hotel/Motel Tax Grant Program \$ 24,325.00
Professional Services; Processing fee not required
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	grt					
Control:	pk	Revenue		1	pkgen1800de500	\$ 24,325.00
Resp:	1800	Contract:				\$ 0.00
Object:	500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 24,325.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 24,325.00</b>		<b>TOTAL</b>	<b>\$ 24,325.00</b>

RENEWAL	
% Increase	
% Decrease	



# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Greater Long Island Running Club, Inc.

2. **Dollar amount requiring NIFA approval:** \$24325

**Amount to be encumbered:** \$24325

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 12/1/16 thru completion of program

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: Delay in receiving the correct Certificate of Insurances

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

Year 2 of contract. The Run Smart Program is a series of races starting in January, 2018 and ends in April and the Run Start Program starts in June and ends in August.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount
cqpk17000004	01-DEC-16	24,290.00

## 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.

APERSICH

25-APR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS,  
AND GREATER LONG ISLAND RUNNING CLUB

WHEREAS, the County has negotiated a personal services agreement  
with Greater Long Island Running Club, to coordinate, implement and  
conduct the Run Start/Run Smart Running Series, a copy of which is on file  
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Greater Long Island Running Club.

George Maragos  
Comptroller



Redacted  
COPY

OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Greater Long Island Running Club

ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. X The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on March 24, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Eighty-two (82) of potential proposers were sent notice of the RFP, Seventeen (17) of potential proposers opened the documents and Six (6) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 21, 2016. A total of One (1) proposal was received and evaluated for the D-3 RUNNING PROGRAMS section of the RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. THE GREATER LONG ISLAND RUNNING CLUB was awarded.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on April 11, 2017. This is a an amendment within the scope of the contract or RFP.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

2/15/18  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

*Inter-Departmental Memo*

**TO:** Robert Cleary  
**FROM:** Eileen Krieb  
**DATE:** February 8, 2018  
**SUBJECT:** GREATER LONG ISLAND RUNNING CLUB – DELAY OF  
EXPLANATION MEMO

---

**CQPK#-CQPK18000003**  
**NAME:** GREATER LONG ISLAND RUNNING CLUB, INC.  
**TERM:** JANUARY, 1, 2018 UNTIL COMPLETION OF PROGRAM  
**AMOUNT OF CONTRACT:** \$24,325.00

There was a delay in receiving the Certificates of Insurance for the Greater Long Island Running Club, so therefore did not forward the entire Contract Package and enter into Apex until those were received and approved.

## Exhibit A





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

The Vendor has provided NO campaign contributions to any candidate for any of the listed elected offices during the  
pertinent period.

Michael Polansky, the President of the Vendor, has provided a personal campaign contribution to the campaign committee of Nassau County Executive Edward Mangano during the pertinent period.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/29/2018

Vendor: Greater Long Island Running Club

Signed: Michael Polansky

Print Name: Michael Polansky

Title: President

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name MICHAEL POLANSKY  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 1/1/80 Treasurer 1/1/80  
Chairman of Board 1/1/80 Shareholder 1/1/80  
Chief Exec. Officer 1/1/80 Secretary 1/1/80  
Chief Financial Officer 1/1/80 Partner 1/1/80  
Vice President 1/1/80  
(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.

Secretary, L.I. 2 Day Breast Cancer Walk (NFP)  
Vice President, L.I. Police Crisis Foundation (NFP)  
Trustee, Plainview-Old Bethpage Public Library

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.
-

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, MICHAEL POLANSKY, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of February 2018

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01OT6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

Greater Long Island Running Club, Inc.  
Name of submitting business

MICHAEL POLANSKY  
Print name

Michael Polansky  
Signature

President  
Title

2 / 5 / 18  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LINDA OTTAVIANO  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer 01/01/2014 Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.



**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Linda Ottaviano, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of February 2018

Susan C. Polansky  
Notary Public

SUSAN C. POLANSKY  
Notary Public, State of New York  
No. 4839124  
Qualified in Nassau County  
Commission Expires March 31, 2021

July 31, 2021

GREATER LONG ISLAND RUNNING CLUB INC.  
Name of submitting business

LINDA OTTAVIANO  
Print name

Linda Ottaviano  
Signature

EXECUTIVE DIRECTOR  
Title

2 / 5 / 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name CARL GROSSBARD  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
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 JAN 10 / 1997    /   /     
(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.

CENTRAL NASSAU GUIDANCE & CONSULTING SERVICES  
BOARD VICE PRESIDENT

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CARL GROSSBARD, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of February 2018

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01OT6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

GREATER LONG ISLAND RUNNING CLUB, INC.  
Name of submitting business

CARL GROSSBARD  
Print name

Carl Grossbard  
Signature

Vice President  
Title

Feb 15 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mindy Davidson  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President \_\_\_/\_\_\_/\_\_\_ Treasurer \_\_\_/\_\_\_/\_\_\_

Chairman of Board \_\_\_/\_\_\_/\_\_\_ Shareholder \_\_\_/\_\_\_/\_\_\_

Chief Exec. Officer \_\_\_/\_\_\_/\_\_\_ Secretary \_\_\_/\_\_\_/\_\_\_

Chief Financial Officer \_\_\_/\_\_\_/\_\_\_ Partner \_\_\_/\_\_\_/\_\_\_

Vice President late 1990's to present

(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? ☒ YES ☐ NO ☐ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.



**CERTIFICATION**

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I, Mindy Davidson, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of February 2018

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 010T6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

Greater Long Island Running Club, Inc.  
Name of submitting business

Mindy Davidson  
Print name

Mindy DML  
Signature

Vice President  
Title

2 / 5 / 18  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sue Fitzpatrick  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 1/1/15  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sue Fitzpatrick, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of January 2018

Melissa H. Altschuler  
Notary Public

MELISSA H. ALTSCHULER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AL6271061  
Qualified in Nassau County  
My Commission Expires October 29, 2020

Greater Long Island Running Club, Inc.  
Name of submitting business

Sue Fitzpatrick  
Print name

[Signature]  
Signature

Secretary  
Title

1/31/18  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name MEISSA ALTSCHULER  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer 5 / 14 / 17  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X ;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.



**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Melissa H. Altshuler, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of January 2019

Linda Ottaviano

Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 010T6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

Greater Long Island Running Club, Inc.  
Name of submitting business

MELISSA ALTSCHULER  
Print name

Melissa H. Altshuler  
Signature

Treasurer  
Title

1 / 31 / 18  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 5, 2018

1) Proposer's Legal Name: **Greater Long Island Running Club, Inc.**

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: **NONE**

3) Mailing Address (if different): \_\_\_\_\_

Phone: [REDACTED]

Does the business own or rent its facilities? **RENT**

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership Corporation ☒ **Other (Describe) Not for Profit Corporation**

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☒ No \_\_\_\_\_ If Yes, please provide details: **We sublet a portion of our warehouse and office space to the Long Island Association of USA Track & Field**

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such

conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_

**NO CONFLICT EXISTS**

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_

**NO CONFLICT EXISTS**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_

**NO CONFLICT EXISTS**

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. \_\_\_\_\_

**In the event that we believe that a conflict might arise, the County will be notified to make a determination**

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. **SEE ATTACHED**

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **NONE**
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

*See attached*

- B. Indicate number of years in business. **FORTY YEARS**
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **See attached**
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company **Suffolk County**

Contact Person **Peter Guaraldi**

Address **[REDACTED]**

City/State **[REDACTED]**

Telephone **[REDACTED]**

Fax # \_\_\_\_\_

E-Mail Address **[REDACTED]**

\_\_\_\_\_

Company Integrated Medical Foundation

Contact Person Rhonda Samuel

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # \_\_\_\_\_

E-Mail Address [REDACTED]

---

Company Northwell Plainview Hospital

Contact Person Dr. Alan Mensch

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # \_\_\_\_\_

E-Mail Address [REDACTED]

(i) & (iv) We have been in business for forty years. The Greater Long Island Running Club was originally founded as the Plainview-Old Bethpage Road Runners Club, as an unincorporated association, in 1978. We incorporated as the Plainview-Old Bethpage Road Runner's Club, Inc., effective June 17, 1997, under the New York State Not For Profit Corporation Law.

Effective December 22, 1998, we amended our Certificate of Incorporation to change the name of the organization to Greater Long Island Running Club, Inc.

Pursuant to Internal Revenue Service letter dated July 9, 2010, we were recognized as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, effective retroactively to June 25, 1997.

(ii) As a Not for Profit Corporation, there are no persons who have a financial interest in the Club.

(iii) The principals of the Greater Long Island Running Club for the period January 1, 2018 through December 31, 2019 are as follows:

Michael Polansky, President  
Carl Grossbard, Vice President  
Mindy Davidson, Vice President  
Melissa Altschuler, Treasurer  
Sue Fitzpatrick, Secretary  
Linda Ottaviano, Executive Director

[REDACTED]

(v) The Club has five full time employees, and several part time employees.

(vi) The annual gross revenue of the Club for the year ending December 31, 2016 was \$1,979,887.00.

(vii) The Club has been involved, with increasing success, in the majority of major running events on Long Island in recent years, including without limitation:

1. The RexCorp Long Island Marathon EXPO;
2. The Marcum Workplace Challenge;
3. The Town of Oyster Bay Triathlon;
4. The Town of Oyster Bay Junior Triathlon and Junior Triathlon Training Program for youngsters ages 8 to 13;
5. The Catholic Health Services Suffolk County Marathon, Half Marathon, 5K and Marathon Relay;
6. The USA Track & Field National 50 Kilometer Championship Run at Caumsett State Park;
7. The Sayville Running Company 10 Mile Run to the Blue Point Brewery;
8. The Jonas Chiropractic Aspire 10 Kilometer Run;
9. The Lazer, Aptheker, Rosella & Yedid Kings Park 15 Kilometer Run;

10. The Carter, Deluca, Farrell & Schmidt Ho Ho Ho Holiday Run;
11. The Runner's Edge Long Island Women's 5 kilometer Run;
12. The Bethpage Federal Credit Union Ocean to Sound 50 Mile relay;
13. The 15 Kilometer Run to the Port Jeff Brewing Company;
14. The Oyster Bay Town Supervisor's 5 Kilometer Run
15. The Long Island Greenbelt Trail 50 Kilometer and 25 Kilometer Runs;
16. The Blazing Trails for Autism 4 Mile Run;
17. The Belmont Stakes 5 kilometer Run;
18. The UJA-Federation Summer's Not Done AquaRun;
19. The Blue Ribbon Run for Prostate cancer;
20. The Icebreaker Marathon & Half Marathon;
21. The Mardi Gras Run to the Great South Bay Brewery;
22. New York Blood Center's Rob's Run; and
23. The Lynn, Gartner, Dunne & Covello Sands Point Sprint.

Our dedicated staff and the coaches who are responsible for our training programs are experienced and thoroughly knowledgeable about every aspect of proper training regimens and programs, both for novices and more experienced runners. We are always ready to, and often are called upon to, share our experience with groups desiring to stage running events and programs.

We publish a monthly magazine, *Long Island Footnotes*, which has become the Bible of Long Island running. We also publish an annual Calendar of Long Island running and multisport events.



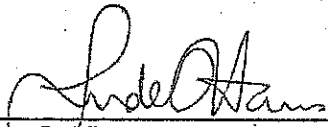
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, **Michael Polansky**, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of FEBRUARY

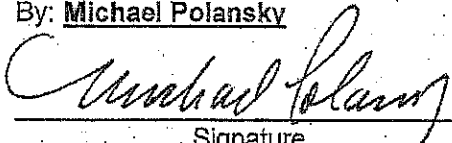
2018

  
\_\_\_\_\_  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 010T6170977  
Qualified in Suffolk County  
Commission Expires July 23, 20 19

Name of submitting business: **Greater Long Island Running Club**

By: **Michael Polansky**

  
\_\_\_\_\_  
Signature

**President**  
Title

2 / 5 / 18  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Greater Long Island Running Club, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

*Not for Profit  
Corporation*

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Polansky [REDACTED] [REDACTED] [REDACTED]

Carl Grossbard [REDACTED] [REDACTED] [REDACTED]

Mindy Davidson [REDACTED] [REDACTED] [REDACTED]

Sue Fitzpatrick [REDACTED] [REDACTED] [REDACTED]

Melissa Altschuler [REDACTED] [REDACTED] [REDACTED]

Linda Ottaviano [REDACTED] [REDACTED] [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*None*

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

*None*

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2-5-18

Signed: Michael Polansky

Print Name: MICHAEL POLANSKY

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT TO THE CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Greater Long Island Running Club, Inc.** a not for profit organization/educational corporation, having its principal address at ~~101 Depot Street, Suite 24, Plainville, NY 11058~~ (the "Contractor").

### WITNESSETH:

WHEREAS, the parties entered in to a Contract for Services dated as of April 11, 2017 (the "Agreement") for the Contractor to provide services of coordinating, implementing and conducting the Run Start/Run Smart Running Series (the "Program") for 3 consecutive seasons commencing with the 2017 season; and

WHEREAS, the parties desire to amend the Agreement to clarify its terms for each of the 3 seasons.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Sub-Paragraph 3 (a) entitled "Amount of Consideration" is hereby deleted in its entirety and is replaced with the following language:

(a) Amount of Consideration. The maximum amount to be paid to the Contractor, as full consideration for the services under this Agreement, shall be:

- (i) Year 1: \$24,290.00 (Twenty-Four Thousand Two Hundred Ninety Dollars);
- (ii) Year 2: \$24,325.00 (Twenty-Four Thousand Three Hundred Twenty-Five Dollars); and
- (iii) Year 3: \$24,350.00, (Twenty-Four Thousand Three Hundred Fifty Dollars);

so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Agreement shall be \$72,965.00 (Seventy-Two Thousand Nine Hundred Sixty-Five Dollars), all as provided in the Cost Proposal attached hereto as Exhibit "B."

2. Amended Program. Paragraph 2 of the Agreement entitled "Program" is hereby modified to add Exhibit A-1 attached hereto. The original Exhibit A showed the programming for the first year of the Agreement, 2017, and the new Exhibit A-1 is a continuation of that original Exhibit A and shows the programming for the second and third years of the Agreement, 2018 and 2019, respectively.

3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment are unchanged and shall remain in full force and effect and govern the relationship of the parties for the remainder of the term of the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first-above written.

GREATER LONG ISLAND RUNNING CLUB,  
INC.

By: Michael Polansky  
Name: MICHAEL POLANSKY  
Title: President  
Date: 2-5-18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 5 day of FEBRUARY in the year 2018 before me personally came MICHAEL POWERS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; and that he or she signed his or her name hereto and has executed the above instrument.

Linda Ottaviano  
NOTARY PUBLIC

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01QT8178977  
Qualified in Suffolk County  
Commission Expires July 23, 20 19

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; and that he or she signed his or her name hereto and has executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A-1"

2018 AND 2019 PROGRAM

***2018 RUN SMART PROGRAM DATES***

Saturday, January 27 – Old Bethpage  
Saturday, February 3 – Eisenhower  
Saturday, February 10 – Eisenhower  
Saturday, February 17 – Eisenhower  
Saturday, February 24 – Eisenhower  
Saturday, March 3 – Old Bethpage  
Sunday, March 11 – Eisenhower  
Saturday, March 17 – Old Bethpage  
Sunday, March 25 – Old Bethpage  
Saturday, March 31 – Cedar Creek  
Sunday, April 8 – Cedar Creek  
Saturday, April 14 – Eisenhower  
Saturday, April 21 – Cedar Creek  
Saturday, April 28 – Eisenhower

***RUN START***

At Bethpage High School  
Wednesday, June 27<sup>th</sup> through Wednesday, August 29<sup>th</sup>  
10 consecutive Wednesday nights at Bethpage HS track  
6:30 PM- 8:30 PM

***2019 RUN SMART PROGRAM DATES***

The times, dates, and locations for the 2019 season will be determined by the Department at a later date.

\*\*\*DATES SUBJECT TO CHANGE WITH PRIOR COUNTY APPROVAL.

**COST PROPOSAL EXHIBIT "B"**

**THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.**

**D3. Running Programs**

Please provide the comprehensive listing of Proposed Fees for all Programs.  
Instructions: Complete Section I, Section II and Section III and Section IV.

**Section I. Management Fee**

Section I : Management Fee	Year One	Year Two	Year Three
I. Run Smart/Run Start Training	\$1000	\$1000	\$1000
II.			

**SUB-TOTAL PER YEAR      YR 1 - \$1000      YR 2 - \$1000      YR 3 - \$1000**

**Section II. Hourly Labor Rate Per Person – Coaches**

Section II : Coaches	Year One	Year Two	Year Three
I. Head Coach Debbie Blair	\$7000	\$7000	\$7000
II. Asst Head Coach Bob Cook	\$4000	\$4000	\$4000
III. All Other Coaches	\$8000	\$8000	\$8000
IV.			
V.			
VI.			

**SUB-TOTAL PER YEAR      YR 1 - \$19,000      YR 2 - \$19,000      YR 3 - 19,000**

**D3. Running Programs (Continued)**

**Section III. Event Fees & Give Aways**

Section III. Event Fees & Give Aways	Year One	Year Two	Year Three
I. Giveaways	\$2000	\$2500	\$2750
II. Refreshments	\$1700	\$1800	\$1800
III.			
IV.			
V.			
VI.			
VI.			


**SUB-TOTAL PER YEAR      YR 1 - \$3700      YR 2 - \$4300      YR 3 - \$4550**

**Section IV. Other (if applicable)**

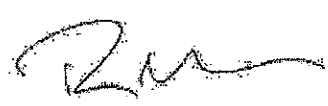
Section IV : Other (if applicable)	Year One	Year Two	Year Three
I. Sanction Fees/Insurance	\$590	\$625	\$650
II.			

**SUB-TOTAL PER YEAR      YR 1 - \$590      YR 2 - \$625      YR 3 - \$650**

**TOTAL SECTIONS I - IV      YR 1 - \$24,290    YR 2 - \$24,325    YR 3 - \$24,350**


<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/24/2018	
		CERTIFICATE NUMBER: 20171208576405	
<b>AGENCY:</b> Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)			
<b>NAMED INSURED:</b>  USA Track & Field, Inc.      Greater LJ Running Club <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>INSURERS AFFORDING COVERAGE:</b>  INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058	
<b>EVENT INFORMATION:</b> RunSmart Racing Series - Old Bethpage Village Restoration (1/27/2018 - 1/28/2018)			
<b>POLICY/COVERAGE INFORMATION:</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE:      EXPIRES:      LIMITS:</b>
A	<b>GENERAL LIABILITY</b>		
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM      11/1/2018 12:01 AM
	<input checked="" type="checkbox"/> Participant Legal Liability		
			GENERAL AGGREGATE (Applies Per Event)      \$3,000,000 EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000 MEDICAL EXPENSE (Any one person)      EXCLUDED PERSONAL & ADV INJURY      \$1,000,000 PRODUCTS-COMP/OP AGG      \$3,000,000
B	<b>UMBRELLA/EXCESS LIABILITY</b>		
	<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM      11/1/2018 12:01 AM
			EACH OCCURRENCE      \$10,000,000 AGGREGATE (Applies Per Event)      \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b> Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.  The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)  The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)  The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).  Excess policy follows form of underlying General Liability.			
<b>CERTIFICATE HOLDER:</b>  Nassau County 1550 Franklin Ave Mineola NY 11501		<b>NOTICE OF CANCELLATION:</b> Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  <b>AUTHORIZED REPRESENTATIVE:</b>  <div style="text-align: center; font-size: 2em; margin-top: 20px;">  </div>	

<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/9/2018
		CERTIFICATE NUMBER: 20171211578701
<b>AGENCY:</b>		
Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED INSURED:</b>		<b>INSURERS AFFORDING COVERAGE:</b>
USA Track & Field, Inc. Greater LI Running Club 		INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058
<b>EVENT INFORMATION:</b>		
RunSmart Racing Series - Eisenhower Park (2/3/2018 - 2/4/2018)		
<b>POLICY/COVERAGE INFORMATION:</b>		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
<b>INS TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE: EXPIRES: LIMITS:</b>
<b>A GENERAL LIABILITY</b>		
<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM 11/1/2018 12:01 AM
<input checked="" type="checkbox"/> Participant Legal Liability		
		GENERAL AGGREGATE (Applies Per Event) \$3,000,000
		EACH OCCURRENCE \$1,000,000
		DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
		MEDICAL EXPENSE (Any one person) EXCLUDED
		PERSONAL & ADV INJURY \$1,000,000
		PRODUCTS COMP/OP AGG. \$3,000,000
<b>B UMBRELLA/EXCESS LIABILITY</b>		
<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM 11/1/2018 12:01 AM
		EACH OCCURRENCE \$10,000,000
		AGGREGATE (Applies Per Event) \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b>		
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.  The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 28).  The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).  The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).  Excess policy follows form of underlying General Liability.		
<b>CERTIFICATE HOLDER:</b>		<b>NOTICE OF CANCELLATION:</b>
Count of Nassau 1550 Franklin Avenue Mineola NY 11501		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
		<b>AUTHORIZED REPRESENTATIVE:</b>
		

<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/9/2018	
		CERTIFICATE NUMBER: 20171211576703	
<b>AGENCY:</b> Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>NAMED INSURED:</b> USA Track & Field, Inc.      Greater LI Running Club <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>		<b>INSURERS AFFORDING COVERAGE:</b> INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058	
<b>EVENT INFORMATION:</b> RunSmart Racing Series -Eisenhower Park (2/10/2018 - 2/11/2018)			
<b>POLICY/COVERAGE INFORMATION:</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE:      EXPIRES:      LIMITS:</b>
A	<b>GENERAL LIABILITY</b>		
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM      11/1/2018 12:01 AM
	<input checked="" type="checkbox"/> Participant Legal Liability		
			GENERAL AGGREGATE (Applies Per Event)      \$3,000,000 EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000 MEDICAL EXPENSE (Any one person)      EXCLUDED PERSONAL & ADV INJURY      \$1,000,000 PRODUCTS-COMP/OP AGG      \$3,000,000
B	<b>UMBRELLA/EXCESS LIABILITY</b>		
	<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM      11/1/2018 12:01 AM
			EACH OCCURRENCE      \$10,000,000 AGGREGATE (Applies Per Event)      \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b> Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.  The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).  The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).  The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).  Excess policy follows form of underlying General Liability.			
<b>CERTIFICATE HOLDER:</b> County of Nassau 1550 Franklin Avenue Mineola NY 11501		<b>NOTICE OF CANCELLATION:</b> Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  <b>AUTHORIZED REPRESENTATIVE:</b> <div style="text-align: center; margin-top: 20px;">  </div>	

<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/9/2016 CERTIFICATE NUMBER: 20171211576705
<b>AGENCY:</b>		
Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED INSURED:</b>		<b>INSURERS AFFORDING COVERAGE:</b>
USA Track & Field, Inc. Greater LI Running Club [REDACTED]		INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058
<b>EVENT INFORMATION:</b>		
RunSmart Racing Series -Eisenhower Park (2/17/2018 - 2/18/2018)		
<b>POLICY/COVERAGE INFORMATION:</b>		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>
A	<b>GENERAL LIABILITY</b>	
X	Occurrence	PHPK172133B
X	Participant Legal Liability	11/3/2017 12:01 AM
		11/1/2018 12:01 AM
		LIMITS:
		GENERAL AGGREGATE (Applies Per Event) \$3,000,000
		EACH OCCURRENCE \$1,000,000
		DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
		MEDICAL EXPENSE (Any one person) EXCLUDED
		PERSONAL & ADV INJURY \$1,000,000
		PRODUCTS-COMP/OP AGG \$3,000,000
B	<b>UMBRELLA/EXCESS LIABILITY</b>	
X	Occurrence	PHUB602873
		11/1/2017 12:01 AM
		11/1/2018 12:01 AM
		LIMITS:
		EACH OCCURRENCE \$10,000,000
		AGGREGATE (Applies Per Event) \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b>		
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<b>CERTIFICATE HOLDER:</b>		<b>NOTICE OF CANCELLATION:</b>
County of Nassau 1550 Franklin Avenue Mineola NY 11501		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  <b>AUTHORIZED REPRESENTATIVE:</b>  



<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/9/2018 CERTIFICATE NUMBER: 20171211576707	
<b>AGENCY:</b>			
Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>NAMED INSURED:</b>		<b>INSURERS AFFORDING COVERAGE:</b>	
USA Track & Field, Inc. Greater LI Running Club [REDACTED]		INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058	
<b>EVENT INFORMATION:</b>			
RunSmart Racing Series -Eisenhower Park (2/24/2018 - 2/25/2018)			
<b>POLICY/COVERAGE INFORMATION:</b>			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>INS</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER(S)</b>	<b>EFFECTIVE</b>
<b>EXPIRES</b>	<b>LIMITS:</b>		
<b>A</b>	<b>GENERAL LIABILITY</b>		
<input checked="" type="checkbox"/>	Occurrence	PHPK1721333	11/1/2017 12:01 AM
<input checked="" type="checkbox"/>	Participant Legal Liability		11/1/2018 12:01 AM
			GENERAL AGGREGATE (Applies Per Event) \$3,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 MEDICAL EXPENSE (Any one person) EXCLUDED PERSONAL & ADV. INJURY \$1,000,000 PRODUCTS-COMP/OP AGG \$3,000,000
<b>B</b>	<b>UMBRELLA/EXCESS LIABILITY</b>		
<input checked="" type="checkbox"/>	Occurrence	PHUB602673	11/1/2017 12:01 AM
			EACH OCCURRENCE \$10,000,000 AGGREGATE (Applies Per Event) \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b>			
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<b>CERTIFICATE HOLDER:</b>		<b>NOTICE OF CANCELLATION:</b>	
County of Nassau 1550 Franklin Avenue Mineola NY 11501		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. <b>AUTHORIZED REPRESENTATIVE:</b>  	

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/21/2017

CERTIFICATE NUMBER: 20171211576513

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series - Old Bethpage Village Restoration (3/3/2018 - 3/4/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S)	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB602B73	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/11/2017

CERTIFICATE NUMBER: 20171211576709

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

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**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series -Eisenhower Park (3/11/2018 - 3/12/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S)	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/21/2017

CERTIFICATE NUMBER: 20171211576523

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club  
[REDACTED]

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series - Old Bethpage Village Restoration (3/17/2018 - 3/18/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**INS. TYPE OF INSURANCE:****POLICY NUMBER(S):****EFFECTIVE:****EXPIRES:****LIMITS:****A GENERAL LIABILITY**☒ Occurrence

PHPK1721333

11/1/2017  
12:01 AM11/1/2018  
12:01 AM

GENERAL AGGREGATE (Applies Per Event) \$3,000,000

☒ Participant Legal Liability

EACH OCCURRENCE \$1,000,000

DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000

MEDICAL EXPENSE (Any one person) EXCLUDED

PERSONAL &amp; ADV INJURY \$1,000,000

PRODUCTS-COMP/OP AGG \$3,000,000

**B UMBRELLA/EXCESS LIABILITY**☒ Occurrence

PHUB602873

11/1/2017  
12:01 AM11/1/2018  
12:01 AM

EACH OCCURRENCE \$10,000,000

AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

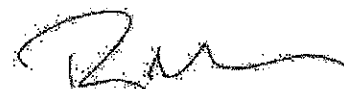
Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/11/2017

CERTIFICATE NUMBER: 20171211576710

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LJ Running Club

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series - Eisenhower Park (3/25/2018 - 3/26/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
<b>A. GENERAL LIABILITY</b>				
<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$3,000,000
<b>B. UMBRELLA/EXCESS LIABILITY</b>				
<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
				AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 25).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named insureds (Form CG 00 01).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/21/2017

CERTIFICATE NUMBER: 20171211576535

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club  
[REDACTED]

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series- Cedar Creek (3/31/2018 - 4/1/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

# CERTIFICATE OF INSURANCE

PRINT DATE: 12/21/2017

CERTIFICATE NUMBER: 20171211576539

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058

INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series- Cedar Creek (4/8/2018 - 4/9/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S)	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS COMP/OP AGS \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

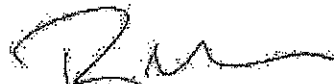
Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

<b>CERTIFICATE OF INSURANCE</b>		PRINT DATE: 1/26/2018 CERTIFICATE NUMBER: 26180126582790	
<b>AGENCY:</b> Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>NAMED INSURED:</b> USA Track & Field, Inc.      Greater LI Running Club <div style="background-color: black; width: 150px; height: 15px; margin-top: 5px;"></div>		<b>INSURERS AFFORDING COVERAGE:</b> INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058	
<b>EVENT INFORMATION:</b> RunSmart Racing Series -Eisenhower Park (4/14/2018 - 4/15/2018)			
<b>POLICY/COVERAGE INFORMATION:</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE:      EXPIRES:      LIMITS:</b>
A.	GENERAL LIABILITY		
X	Occurrence	PHPK1721333	11/1/2017 12:01 AM      11/1/2018 12:01 AM
X	Participant Legal Liability		
			GENERAL AGGREGATE (Applies Per Event)      \$3,000,000 EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000 MEDICAL EXPENSE (Any one person)      EXCLUDED PERSONAL & ADV INJURY      \$1,000,000 PRODUCTS-COMP/OP AGG      \$3,000,000
B.	UMBRELLA/EXCESS LIABILITY		
X	Occurrence	PHU6602673	11/1/2017 12:01 AM      11/1/2018 12:01 AM
			EACH OCCURRENCE      \$10,000,000 AGGREGATE (Applies Per Event)      \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b> Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.  The certificate holder is an additional Insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)  The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)  The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).  Excess policy follows form of underlying General Liability.			
<b>CERTIFICATE HOLDER:</b> Nassau County 1550 Franklin Avenue Mineola NY 11501		<b>NOTICE OF CANCELLATION:</b> Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. <b>AUTHORIZED REPRESENTATIVE:</b> <div style="text-align: center; margin-top: 20px;">  </div>	



# CERTIFICATE OF INSURANCE

PRINT DATE: 12/21/2017

CERTIFICATE NUMBER: 20171211576545

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Greater LI Running Club  
[REDACTED]

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

RunSmart Racing Series- Cedar Creek (4/21/2018 - 4/22/2018)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S)	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.


**CERTIFICATE HOLDER:**

Nassau County  
1550 Franklin Ave  
Mineola NY 11501

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

<b>CERTIFICATE OF INSURANCE</b>		<b>PRINT DATE:</b> 12/11/2017 <b>CERTIFICATE NUMBER:</b> 20171211576714			
<b>AGENCY:</b> Integro USA Inc, d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>NAMED INSURED:</b> USA Track & Field, Inc.      Greater LI Running Club [REDACTED]		<b>INSURERS AFFORDING COVERAGE:</b> INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058			
<b>EVENT INFORMATION:</b> RunSmart Racing Series -Eisenhower Park (4/28/2018 - 4/29/2018)					
<b>POLICY/COVERAGE INFORMATION:</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE:</b>	<b>EXPIRES:</b>	<b>LIMITS:</b>
<b>A</b>	<b>GENERAL LIABILITY</b>				
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event)      \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE      \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000
					MEDICAL EXPENSE (Any one person)      EXCLUDED
					PERSONAL & ADV INJURY      \$1,000,000
					PRODUCTS-COMP/OP AGG      \$3,000,000
<b>B</b>	<b>UMBRELLA/EXCESS LIABILITY</b>				
	<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE      \$10,000,000
					AGGREGATE (Applies Per Event)      \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b> Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.  The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).  The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).  The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).  Excess policy follows form of underlying General Liability.					
<b>CERTIFICATE HOLDER:</b> Nassau County 1550 Franklin Ave Mineola NY 11601				<b>NOTICE OF CANCELLATION:</b> Should any of the above described policies be cancelled before the expiration date the policy will be delivered in accordance with the policy provisions. <b>AUTHORIZED REPRESENTATIVE:</b> <div style="text-align: center; margin-top: 20px;">  </div>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – CERTIFICATE HOLDERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION II – WHO IS AN INSURED** is amended to include any Certificate Holder, identified as an additional insured, on a Certificate of Insurance issued by Philadelphia Indemnity Insurance Company or our authorized representative, but only for liability arising out of the negligence of the named insured.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis;

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

POLICY NUMBER: PHPK1721333

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Where required by written contract executed by the named insured prior to an occurrence resulting in a loss or claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



E-75-17

Contract ID: CQPK17000004

Department: Parks

Capital:

SERVICE: GLIRC Running Series

NIFS ID #: CQPK17000004

NIFS Entry Date: 24-JAN-17

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Greater Long Island Running Club	Vendor ID#: [REDACTED]
Address: 101 Dupont Street Plainview, NY 11803	Contact Person: Mike Polanski
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Building Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

## Routing Slip

Department	NIFS Entry: X	15-FEB-17 -- PABUFFOLINO
Department	NIFS Approval: X	01-MAR-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	01-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	01-MAR-17 -- MRONAN
County Atty.	Insurance Verification: X	01-MAR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	01-MAR-17 -- DMCDERMOTT
Dep. CE	Approval: X	01-MAR-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	02-MAR-17 -- MREYNOLDS
Legislature	Approval: X	16-MAR-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	30-MAR-17 -- R BURKERT
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The services to be provided by the Contractor under this Agreement shall consist of: coordinating, implementing and conducting the Run Start Run Smart Running Series (the Program)
<b>Method of Procurement:</b> RFP #0324-1607 issued on March 24, 2016
<b>Procurement History:</b> RFP issued March 24, 2016
<b>Description of General Provisions:</b> The Run Start Program will be organized by the Club under the auspices of Nassau County's Department of Parks, Recreation and Museums. The goal of the program is to get people who want to get out and run, but don't have the knowledge, know-how or initiative to do it on their own. Runners will go through a series of weekly Wednesday evening sessions on a series of weekly Wednesday evenings, starting on in June and finishing in August, and teach them the safe, effective and correct way to run. The goal is to get more previously sedentary people or people whose exercise has been limited, introduced to running in a safe environment, making new friends, getting healthy and educating them to see that a life of exercise can and should be a very beneficial component to their daily routine. The Run Smart Program is a series of races starting January, 2017 and ending in April.
<b>Impact on Funding / Price Analysis:</b> N/A
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	grt			1	pkgen1800 de 500	24290
Control:	pk	Revenue				0
Resp:	1800	Contract:				0
Object:	de500	County	0			0
Transaction:	103	Federal	0			0
Project #:		State	0			0
Detail:		Capital	0			0
		Other	24290			0
		TOTAL	24290		TOTAL	24290

4-13-17 11:47

E-75-17

RULES RESOLUTION NO. 76-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS  
AND GREATER LONG ISLAND RUNNING CLUB

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 3-13-17  
VOTING:  
yes 4 ayes 3 absences 0 recusals 0  
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement  
with Greater Long Island Running Club, to coordinate, implement and  
conduct the Run Start/Run Smart Running Series, a copy of which is on file  
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Greater Long Island Running Club.



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: Greater Long Island Running Club

ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. X The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on March 24, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Eighty-two (82) of potential proposers were sent notice of the RFP, Seventeen (17) of potential proposers opened the documents and Six (6) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 21, 2016. A total of One (1) proposal was received and evaluated for the D-3 RUNNING PROGRAMS section of the RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. ~~THE~~ GREATER LONG ISLAND RUNNING CLUB was awarded.

15-17-11-17

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

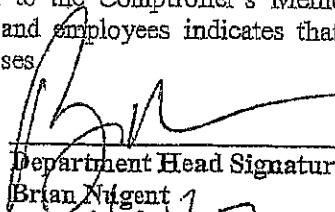
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

Brian Nugent

Date

11/30/17

4-5977-11-47

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 3 09/15



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?

The Vendor has provided NO campaign contributions to any candidate for any of the listed elected offices during the pertinent period.

Michael Polansky, the President of the Vendor, has provided a personal campaign contribution to the campaign committee of Nassau County Executive Edward Mangano during the pertinent period.

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: Greater Long Island Running Club, Inc.

Dated: 12.30.16

Signed: Michael Polansky

Print Name: MICHAEL POLANSKY

Title: President

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name MICHAEL POLANSKY  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) NONE  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)  
President 1/1/80 Treasurer \_\_\_\_\_  
Chairman of Board 1/1/80 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.

*Vice President, Long Island Police Crisis Foundation (NFP)*  
*Secretary, Long Island 2 Day Breast Cancer Walk (NFP)*  
*Trustee, Plainview Old Bethpage Public Library*

Rev. 3-2016

4-10-17 4:11:47

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

6-19-27 PM 1:45

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, MICHAEL POLANSKY, 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 December 2016

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01016170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

Greater Long Island Running Club, Inc.  
Name of submitting business

MICHAEL POLANSKY  
Print name

Michael Polansky  
Signature

President  
Title

12 / 30 / 16  
Date



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LINDA OTTAVIANO  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6-57411-65

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Linda Ottaviano, 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 December 2016

Michael D. Polansky

Notary Public

MICHAEL D. POLANSKY  
Notary Public, State of New York  
No. 02P03123330  
Qualified in Nassau County  
Commission Expires 02/28/2019

GLIRC

Name of submitting business

LINDA OTTAVIANO

Print name

Linda Ottaviano

Signature

EXECUTIVE DIRECTOR

Title

12, 20, 2016

Date

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sue Fitzpatrick  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 1/1/2016  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sue Fitzpatrick, 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 December 2016

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01076170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

GLRC  
Name of submitting business  
Sue Fitzpatrick  
Print name  
[Signature]  
Signature  
Secretary  
Title  
12 / 30 / 16  
Date



### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mindy Davidson  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President at least 1995 through present  
(Other) \_\_\_\_\_
3. Do you have an ☒ equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness, or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mindy Davidson, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of January 2017

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01016170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

GLRC

Name of submitting business

MINDY DAVIDSON

Print name

Mindy Davidson  
Signature

VICE PRESIDENT

Title

05/01/2017

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name RICHARD DIVEGLIO  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address RETIRED  
City/state/zip —  
Telephone —  
Other present address(es) LIVED AT PRESENT ADDRESS 43 YRS  
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 11/1/16  
Chairman of Board / / / Shareholder / / /  
Chief Exec. Officer / / / Secretary / / /  
Chief Financial Officer / / / Partner / / /  
Vice President / / /  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES — NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES — NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES — NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_ NO X If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_ NO X If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_ NO X If Yes, provide details for each such year.

4-18-17 10:00 AM

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, RICHARD DIVEGLIO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of January, 2017

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01076170977  
Qualified in Suffolk County  
Commission Expires July 23, 2017

GREATER LONG ISLAND RUNNING CLUB  
Name of submitting business

RICHARD DIVEGLIO  
Print name

Richard Diveglio  
Signature

TREASURER  
Title

12 / 29 / 16  
Date



**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name CARL GROSSBARD  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President 1/1/12 Treasurer 1/1/12  
Chairman of Board 1/1/12 Shareholder 1/1/12  
Chief Exec. Officer 1/1/12 Secretary 1/1/12  
Chief Financial Officer 1/1/12 Partner 1/1/12  
Vice President 1/1/12  
(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.

NON-PROFIT -  
CENTRAL MASSACHUSETTS GUIDANCE & CONSULTING  
SERVICE, VICE PRES.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CARL GROSSBARD, 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 3 day of January 2017

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 0106170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

Name of submitting business

CARL GROSSBARD

Print name

Carl Grossbard  
Signature

Vice President  
Title

1.3.2017  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: December 30, 2016

1) Proposer's Legal Name: Greater Long Island Running Club, Inc.

2) Address of Place of Business: [REDACTED] 112512655

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): N/A

Phone: [REDACTED]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 112512655

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☒ No ☐ If Yes, please provide details: We sublet a portion of our warehouse and office space to the Long Island Association of USA Track & Field

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 X If Yes, provide details. \_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each \_\_\_\_\_

such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event a conflict of interest arises or comes to our attention, the County will immediately be notified to make a determination

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 19 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County

Contact Person Ryan McGarry

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]



Company Integrated Medical Foundation

Contact Person Rhonda Samuel

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Northwell Plainview Hospital

Contact Person Nicole Santora

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

The Greater Long Island Running Club was originally founded as the Plainview-Old Bethpage Road Runners Club, as an unincorporated association, in 1978. We incorporated as Plainview-Old Bethpage Road Runners Club, Inc., effective June 17, 1997, under the New York State Not for Profit Corporation Law.

Effective December 22, 1998, we amended our Certificate of Incorporation to change the name of the organization to Greater Long Island Running Club, Inc.

Pursuant to Internal Revenue Service Letter dated July 9, 2010, we were recognized as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, effective retroactively to June 25, 1997.

The Officers and Directors of the Greater Long Island Running Club for the period January 1, 2016 through December 31, 2017 are as follows:

Michael Polansky, President  
Carl Grossbard, Vice President  
Mindy Davidson, Vice President  
Sue Fitzpatrick, Secretary  
Ric DiVeglio, Treasurer  
Linda Ottaviano, Executive Director  
Heather Ackerly  
Melissa Altschuler  
Myron Belovian  
Deborah Blair  
Helma Clavin  
Tracey Epstein  
Paul Fetscher  
Amy Goldstein  
Ed Grenzig  
Bert Jablon  
Lou LaFleur  
Glenn Morse  
Nick Palazzo

[REDACTED]

As a Not for Profit Corporation, there are no persons who have a financial interest in the Club.

The annual gross revenue of the Club for the year ending December 31, 2015 was \$1,742,077.

The Club has five full time employees, and several part time employees.

The Club has been involved, with increasing success, in the majority of major running events on Long Island in recent years including, without limitation:

1. The RexCorp Long Island Marathon EXPO, the Run Nassau Race Series and the Run Smart and Run Smart training programs tied in to the Long Island Marathon;
2. The Marcum Workplace Challenge, which in July of 2016 attracted nearly 10,000 participants to Jones Beach State Park;
3. The Town of Oyster Bay Triathlon, Long Island's largest multisport event;

4. The Town of Oyster Bay Junior Triathlon and Junior Triathlon Training Program for youngsters ages 8 to 13;
5. The Ocean to Sound 50 Mile Relay;
6. The Aspire 10 Kilometer Run;
7. The USA Track & Field National 50 Kilometer Championship Run at Caumsett State Park; ... ..
8. The Carter, DeLuca, Farrell & Schmidt Ho Ho Ho Holiday Run;
9. New York Blood Center's Rob's Run, Long Island's largest Cross Country race;
10. The Lazer, Aptheker, Rosella & Yedid Kings Park 15 Kilometer Run;
11. The Lynn, Gartner, Dunne & Covello Sands point Sprint
12. The Belmont Stakes Blue Ribbon Run for Prostate Cancer;
13. The Runner's Edge Long Island Women's Run;
14. The Blazing Trails 4 Autism 4 Mile Run;
15. The Five Mile Run for ELIJA;
16. The UJA-Federation Summer's Not Done AquaRun;
17. The Sayville Running Company 10 Mile Run to the Blue Point Brewery;
18. The Oyster Bay Town Supervisor's 5 Kilometer Run;
19. The Long Island Greenbelt Trail 50 Kilometer and 25 Kilometer Runs; and
20. The 15 Kilometer Run to the Port Jeff Brewery; and
21. The Suffolk County Marathon, Half Maratahon and 5K Run to sypport our veterans.

Our dedicated staff and the coaches who are responsible for our training programs are experienced and thoroughly knowledgeable about every aspect of proper training regimens and programs, both for novices and more experienced runners. We are always ready to, and often do, share our experience with groups desiring to stage running events and programs.

We publish a monthly magazine, *Long Island Footnotes*, which has become the Bible of Long Island running. We also publish an annual Calendar of Long Island running and multisport events.

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Polansky 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 December, 2016

Linda Ottaviano  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 010T6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2017

Name of submitting business: Greater Long Island Running Club

By: Michael Polansky  
Print name

Michael Polansky  
Signature

President  
Title

12 / 30 / 16  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Greater Long Island Running Club, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Not-for-Profit Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Our organization is a corporation organized and existing under the Not for Profit Corporation Law of the State of New York and, accordingly, has no "shareholders, members, or partners."

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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 activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 12-30-16

Signed: Michael Polansky

Print Name: MICHAEL POLANSKY

Title: President

SECRETARY



101 Dupont Street • Suite 24 • Plainview, New York 11803 • Email: GLIRC@aol.com • www.glirc.org  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

## GLIRC PRINCIPALS

• President  
Michael Polansky

Executive Director  
Linda Ottaviano

Vice President  
Coordinator of volunteers  
Mindy Davidson

Vice President  
Cari Grossbard

Treasurer  
Ric Diveglio

Secretary & Director of Development  
Manager, GLIRC Racing Teams  
Sue Fitzpatrick

Legation & Social Media Director  
Cheryl Clifford

Community Relations Manager  
Elizabeth Blanchard

Creative Directors  
Susan Cook, Karen Conding

Senior Feet Chair  
Barb Jablon

Director  
Lazer, Apthekar, Russell & Yedid  
Kings Park 15K  
Sioban Toto

Director  
10K Run for Aspire  
Karen Schneider

Director, Long Island  
Greenbelt 50K & 25K  
Nick Palazzo

Director, Runner's Edge  
Long Island Women's Run  
Fundraising/RunStart Programs  
Debbie Blair

Director  
Marquim Workplace Challenge  
Mindy Davidson

Co-Directors  
Runner's Edge - TOBAY Triathlon  
Joel Lopez, Ray Farrell

Director  
Ocean to Sound Relay  
Bob Shorman

Director  
TOB Town Supervisor's Run  
Michael Polansky

Co-Directors, Rob's Run  
James Murray, Sue Fitzpatrick

Director  
Cortey, Dattuca, Farrell & Schmidt  
Ho Ho Ho Holiday Run  
SFO Ten Mile Run to the Brewery  
Heart & Sole 5K Run  
Ric Diveglio

Director  
6 Hour, 60th Birthday Run  
Myron Bellavia

Club Coach  
Ed Melnik

Blood Drive Director  
Gina Galman

Scholarship Program Director  
Elise Gassen

• Membership Director  
Sherry Bellovin

Triathlon-Large  
Heather Ackley  
Melissa Altchuler  
Paul Felscher  
Amy Goldstein  
Ed Granzig  
Lou Lefleur  
Glenn Moore

### Mike Polansky, President

101 Dupont Street • Suite 24 • Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

### Linda Ottaviano, Executive Director

8 Wadsworth St.  
Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

### Sue Fitzpatrick, Secretary

2 Green Pine Court  
Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

### Mindy Davidson, Vice President

25 Wadsworth St.  
Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

### Cari Grossbard, Vice President

200 Wadsworth St.  
Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649

### Ric Diveglio, Treasurer

25 Wadsworth St.  
Plainview, New York 11803  
Phone: 516.349.7646 • Fax: 516.349.7647 • Marquim Workplace Challenge: 516.349.7649



## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Greater Long Island Running Club, a not for profit organization/educational corporation, having its principal address at [REDACTED] (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires professional athletic services for programs overseen by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0324-1607, issued on March 24, 2016; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2016 and shall terminate upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.
2. Program. The services to be provided by the Contractor under this Agreement shall consist of: coordinating, implementing and conducting the Run Start/Run Smart Running Series. ("the Program") The Program schedule is more particularly described in Exhibit "A" attached.
3. Payment. (a) Amount of Consideration. The to be paid to the Contractor as full consideration for the services under this Agreement shall be Twenty four thousand two hundred ninety dollars (\$24,290.00) per Exhibit "B".  
b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher

(the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) The Contractor shall screen all Contractor Agents having direct contact with minors through the New York State Sex Offender Registry (the "Registry"). No Contractor Agent listed in the Registry shall be employed to provide services under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys'

fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the

termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this

Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor use a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any

schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Miscellaneous.

(a) The Contractor hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel any date of the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event any date of the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Contractor, the Contractor shall be paid in full, provided the Contractor completes the Program in its entirety pursuant to this Agreement.

(b) The Contractor grants the Department a limited, non-exclusive, license to use the Contractor's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Contractor's own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).



- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

GREATER LONG ISLAND RUNNING CLUB

By: Michael Polansky  
Name: MICHAEL POLANSKY  
Title: President  
Date: 1.5.17

NASSAU COUNTY

By: Charles Robb  
Name: Charles Robb  
Title: County Executive  
(or) Chief Deputy County Executive  
(or) ☒ Deputy County Executive  
Date: 4/11/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NASSAU )

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 010T6170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019

*Lynda A. Harris*  
NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
\_\_\_\_\_

NOTARY PUBLIC

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, 1999

## EXHIBIT A

### *RUN SMART*

Saturday, January 28 – Eisenhower  
Saturday, February 4 – Eisenhower  
Saturday, February 11 – Eisenhower  
Saturday, February 18 – Eisenhower  
Saturday, February 25 – Eisenhower  
Saturday, March 4 – Old Bethpage  
Sunday, March 12 – Old Bethpage  
Saturday, March 18 – Old Bethpage  
Saturday, March 25 – Old Bethpage  
Sunday, April 2 – Cedar Creek  
Saturday, April 8 – Cedar Creek  
Saturday, April 15 – Cedar Creek  
Saturday, April 22 – Cedar Creek  
Saturday, April 29 – Cedar Creek

### *RUN START*- at Bethpage High School

Wednesday June 28<sup>th</sup> through Wednesday August 30<sup>th</sup>  
10 consecutive Wednesday nights at Bethpage HS track  
6:30pm-8:30pm

\*\*\*DATES SUBJECT TO CHANGE WITH PRIOR COUNTY APPROVAL.

**COST PROPOSAL Exhibit B**

**THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.**

**D3. Running Programs**

Please provide the comprehensive listing of Proposed Fees for all Programs.

Instructions: Complete Section I, Section II and Section III and Section IV.

**Section I. Management Fee**

Section I : Management Fee	Year One	Year Two	Year Three
I. Run Smart/Run Start Training	\$1000	\$1000	\$1000
II.			

**SUB-TOTAL PER YEAR      YR 1 - \$1000      YR 2 - \$1000      YR 3 - \$1000**

**Section II. Hourly Labor Rate Per Person – Coaches**

Section II : Coaches	Year One	Year Two	Year Three
I. Head Coach Debbie Blair	\$7000	\$7000	\$7000
II. Asst Head Coach Bob Cook	\$4000	\$4000	\$4000
III. All Other Coaches	\$8000	\$8000	\$8000
IV.			
V.			
VI.			

**SUB-TOTAL PER YEAR      YR 1 - \$19,000      YR 2 - \$19,000      YR 3 - \$19,000**

**D3. Running Programs (Continued)**

**Section III. Event Fees & Give Aways**

Section III. Event Fees & Give Aways	Year One	Year Two	Year Three
I. Giveaways	\$2000	\$2500	\$2750
II. Refreshments	\$1700	\$1800	\$1800
III.			
IV.			
V.			
VI.			
VI.			

**SUB-TOTAL PER YEAR      YR 1 - \$3700      YR 2 - \$4300      YR 3 - \$4550**

**Section IV. Other (if applicable)**

Section IV : Other (if applicable)	Year One	Year Two	Year Three
I. Sanction Fees/Insurance	\$590	\$625	\$650
II.			

**SUB-TOTAL PER YEAR      YR 1 - \$590      YR 2 - \$625      YR 3 - \$650**

**TOTAL SECTIONS I - IV      YR 1 - \$24,290      YR 2 - \$24,325      YR 3 - \$24,350**

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

MICHAEL POWERSKY (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee        has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

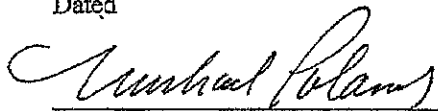
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action        has ☒ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

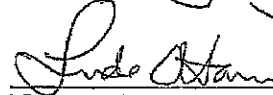
1.5.17  
Dated

  
Signature of Chief Executive Officer

MICHAEL POLANSKY  
Name of Chief Executive Officer

Sworn to before me this

6 day of January, 2017

  
Notary Public

LINDA OTTAVIANO  
Notary Public, State of New York  
NO. 01076170977  
Qualified in Suffolk County  
Commission Expires July 23, 2019



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



E-67-18

**NIFS ID:**CQTV18000003     **Department:** Traffic & Parking Violations**Capital:**

SERVICE: Judicial Hearing Officer

Contract ID #:CQTV18000003

NIFS Entry Date: 14-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: John Laurence Kase	Vendor ID#: 100-32-1512
Address: [REDACTED]	Contact Person: John Laurence Kase
[REDACTED]	
[REDACTED]	
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Dave Rich
Address:
Phone: 516-572-2178

200 JUN - 5 10 21 54  
 NASSAU COUNTY  
 CLERK OF SUPREME COURT

**Routing Slip**

Department	NIFS Entry: X	14-MAR-18 -- IHIGGINS
Department	NIFS Approval: X	14-MAR-18 -- IHIGGINS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-18 -- APERSICH
OMB	NIFS Approval: X	20-MAR-18 -- APERSICH
County Atty.	Insurance Verification: X	16-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	14-MAR-18 -- DMCDERMOTT
Dep. CE	Approval: X	29-MAY-18 -- TFOX

Leg. Affairs	Approval/Review: X	01-MAY-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Mandated Judicial Hearing Officer
<b>Method of Procurement:</b> As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. The proposed JHO is recommended by the Executive Director of TPVA. Upon certification by the Nassau County Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, the appointment is made.
<b>Procurement History:</b> The contractor has been a TPVA JHO for many years. Also the JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.
<b>Description of General Provisions:</b> The Contractor shall serve as a JHO as more fully described above.
<b>Impact on Funding / Price Analysis:</b> \$.01
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	TV	Revenue		1	TV/GEN1000DE500	\$ 0.01
Resp:	1000	Contract:				\$ 0.00
Object:	DE	County	\$ 0.01			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	





Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

1. Vendor: John Laurence Kase

2. Dollar amount requiring NIFA approval: \$30000

Amount to be encumbered: \$30000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: one year

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Mandated Judicial Hearing Officer

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

20-MAR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC  
AND PARKING VIOLATIONS AGENCY AND JOHN LAWRENCE  
KASE

WHEREAS, the County has negotiated a personal services agreement  
with John Lawrence Kase to serve as a Judicial hearing Officer, hearing  
parking and traffic violations in the same manner as a court, a copy said  
agreement 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 John Lawrence Kase.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions  
and amendments.*

**CONTRACTOR NAME:** John Laurence Kase \_\_\_\_\_

**CONTRACTOR ADDRESS:** \_\_\_\_\_

**FEDERAL TAX ID #:** \_\_\_\_\_

**Instructions:** Please check the appropriate box ("☐") after one of the following  
roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement  
for sealed bids.** The contract was awarded after a request for sealed bids was published  
in \_\_\_\_\_ [newspaper] on \_\_\_\_\_  
[date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of  
sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on  
\_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by  
advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via  
email to interested parties and by publication on the County procurement website. Proposals were due  
on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The  
evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on  
committee and their respective departments). The proposals were scored and ranked. As a result of the  
scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

2/22/18  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.


LAURA CURRAN  
COUNTY EXECUTIVE



**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**  
16 COOPER STREET  
HEMPSTEAD, NEW YORK 11550  
(516) 572-2654

***INTER-DEPARTMENTAL MEMO***

**TO:** Jack Schnirman  
Nassau County Comptroller

**FROM:** Dave Rich   
Deputy Director

**DATE:** February 22, 2018

**SUBJECT:** Compliance with Comptroller Approval Form for  
Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Hon. John Laurence Kase possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Kase has been providing this service for the county since 1975 and is efficient and more than competent in his ability to reduce our case load and to determine cases.

## Exhibit A





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: John L Hase

Dated: 2/1/18

Signed: John L Hase

Print Name: John L Hase

Title: SAO

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John L Kase  
Date of birth \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address Same  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) None  
City/state/zip MA  
Telephone 17A  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 6 / 1 / 1 Treasurer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Shareholder \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Secretary \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Partner \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Vice President \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Other) Individual
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John Lawrence Kase being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of Feb 2018  
BARBARA D. BOCCONE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01B06360960  
Qualified in Suffolk County  
My Commission Expires 06-26-2021

Barbara D. Boccione  
Notary Public

John L. Kase  
Name of submitting business

John L. Kase  
Print name

John L. Kase  
Signature

CEO  
Title

2.1.1.18  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2/1/18

1) Proposer's Legal Name: John Lawrence Kase

2) Address of Place of Business: E

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : \_\_\_\_\_

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship ☒ Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_\_ No ✓ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ✓ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No ✓ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

I will contact the County should potential conflict arise & be guided accordingly



- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYS Supreme Court, Nassau County

Contact Person Hon Tom Adams

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\*\*\*\*\*

Company Hassan County Court TPVH  
Contact Person Claire Weinberg  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Company Hassan County Court TPVH  
Contact Person Philip Grelle  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John Lawrence Kase being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1<sup>st</sup> day of Feb. 2018

Barbara D. Boccione

Notary Public

BARBARA D. BOCCONE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01BO6360960

Qualified in Suffolk County

My Commission Expires 06-26-2021

Name of submitting business: John Lawrence Kase

By: John Lawrence Kase  
Print name

John Lawrence Kase  
Signature

JLK  
Title

2 1 1 1 18  
Date

## JOHN LAURENCE KASE

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Office: Of Counsel, Kase & Druker

530

Admitted: New York State Bar, December 7, 1967  
U.S. District Court, Southern District of New York, 1970  
U.S. Court of Appeals, 2<sup>nd</sup> Circuit, 1975  
U.S. District Court, Eastern District of New York, 1978  
Supreme Court of the United States, March 20, 1978

Education: St. John's University School of Law, Juris Doctor (1967)  
Awards: The American Jurisprudence Award for Trial Practice  
The American Jurisprudence Award in Wills

New York University, College of Arts and Sciences  
Bachelor of Arts Degree, 1964

Prior Employment: Supervising Judge of the Nassau County Court (2012)  
Judge, Nassau County Court (2005 – 2012)  
Acting Judge of the New York State Supreme Court  
Acting Judge of the Family Court

Senior Partner, Kase & Druker (1978 – 2004)  
Private practice of law in criminal defense and commercial matters, emphasis on criminal and commercial representation, including anti-trust, anti-monopoly, tax evasion, state sales tax defense, representation of individuals and corporations before federal and state grand juries

Nassau County Special Prosecutor, Felony Cases  
1986, 1990

Office of the District Attorney of Nassau County (1975 – 1978)  
Chief, District Court Bureau  
Chief, Narcotics Bureau  
Chief, Rackets Bureau

New York State Organized Crime Task Force (5/72 – 2/75)  
Assistant Attorney General

Special Attorney, U.S. Department of Justice (1/71 – 5/72)  
Organized Crime and Racketeering Strike Force (Newark, NJ)

Assistant House Counsel, J. Clarence Davies, Inc. (1970)

Office of the District Attorney, Bronx County (1967 – 1969)  
Assistant District Attorney

Lecturer: Adjunct Assistant Professor, Pace University (1974-75)  
Department of Sociology and Political Science

Community Service:

2010-11	Secretary, Board of Directors, Nassau County Bar Association
2009	President, Board of Directors, American Inns of Court, Theodore Roosevelt Chapter
2004	President, Former District Attorneys Association
2000-03	Member, Board of Directors, Nassau County Bar Association
2000-02	Chairman, Judiciary Committee, Nassau County Bar Association
1979- Present	Member, Temple Emanuel of Great Neck
1988-90	President, Temple Emanuel of Great Neck
1986-96	Member, Board of Directors, United Community Fund of Great Neck
1976-84	Member, Board of Directors, Long Island Jewish Community Services

Accomplishments:

Author, "A View from the Bench", Nassau Lawyer, May, 2010

Recipient, Nassau County Bar Association Director's Award for Outstanding Service  
as Chairman of the Judiciary Committee, 2001-2002

Lecturer, New York State Bar Association CLE, 2004, "Grand Jury-Comparisons Between State & Federal"

Lecturer, New York State Bar Association CLE, 2003, "Search & Seizure"

Candidate for New York State Supreme Court Judge, 2003

Member, Krausman Committee on the Admission, Discipline and Reinstatement of Attorneys in the Second Judicial Department, 2003-2005

Master, Theodore Roosevelt Chapter, American Inns of Court

Member, New York State Bar Association, Criminal Justice Committee  
Long Island Coordinator, "Practical Skills Court on Criminal Law Practice"  
Lecturer, Handling the DWI Case in New York

Member, Nassau County Bar Association, Judiciary Committee, Grievance Committee, Criminal Law and Procedure Committee  
Lecturer, Nassau Academy of Law, Criminal Trial Advocacy Program

Member, National Association of Criminal Defense Lawyers

Charter Member, New York State Association of Criminal Defense Lawyers

Member, New York Council of Defense Lawyers

Author, "Insanity Defense", Newsday, May 9, 1998

Author, "The Second Noble Experiment; Re-evaluating Our Current Narcotics Laws", American Heritage Magazine, 1990

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: John Lawrence Kaso

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp individual Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NA  
NONE

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.

NA  
NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE



(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

I am not a Lobbyist or Registered  
as one.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/1/18

Signed:

John Lawrence Kase

Print Name:

John Lawrence Kase

Title:

JHO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) John Laurence Kase, having his principal office at \_\_\_\_\_ (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2018 and terminate December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

- a. determine all questions of law;
- b. act as the exclusive trier of all issues of fact
- c. render a verdict;
- d. impose sentence; or
- e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars (\$350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars (\$175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars (\$175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Thirty Thousand Dollars (\$30,000.00) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Partial Encumbrance. Contractor acknowledges that all funds under this Agreement are subject to encumbrance. Contractor further acknowledges that there shall be no encumbrance under this Agreement. Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or

Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual

written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. 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.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the

County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions



set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(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.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. 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.

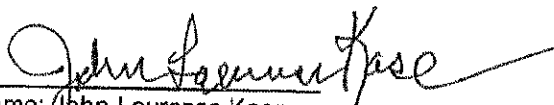
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(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).

(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.

John Laurence Kase

By:   
Name: John Laurence Kase  
Title : Judicial Hearing Officer  
Date: 2/1/08

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

§§:

COUNTY OF NASSAU )

On the 1<sup>st</sup> day of February in the year 2018 before me personally came John A. Kase to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the individual described herein and which executed the above instrument.

BARBARA D. BOCCONE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01B06360960

Qualified in Suffolk County

My Commission Expires 06-26-2021

Barbara D. Bocchini

NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and

any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

John Lawrence Kase (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 Not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/1/18  
Dated \_\_\_\_\_

John Lamer Kuo  
Signature of Chief Executive Officer

John Lamer Kuo  
Name of Chief Executive Officer

Sworn to before me this

1<sup>st</sup> day of February, 2008.

Barbara D. Boccione  
Notary Public

BARBARA D. BOCCONE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BO6360960  
Qualified in Suffolk County  
My Commission Expires 06-26-2021


LAURA CURRAN  
COUNTY EXECUTIVE



**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**  
16 COOPER STREET  
HEMPSTEAD, NEW YORK 11550  
(516) 572-2654

***INTER-DEPARTMENTAL MEMO***

**TO:** Sue Chodkowski  
Treasurer - CSEA

**FROM:** Dave Rich   
Deputy Director

**DATE:** February 22, 2018

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique, and Hon. John Laurence Kase possesses special skills that qualify him to be appointed without the competitive bidding process.

**From:** [Rich, David H](#)  
**To:** [O'Hagen, Kate](#)  
**Subject:** RE: Delay memos  
**Date:** Wednesday, May 23, 2018 5:04:59 PM

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Hi Kate,

In general we are attempting to have all JHO contracts terms same start date and end date due to the number of JHO contracts TPVA has and the limited staff to process those contracts.

CQTV18000002 for Judge Lapera, TPVA began preparing Judge Lapera's paperwork sometime July 2017, unfortunately due to multiple reviews by TPVA, documents were incomplete submissions by vendor. It took until February of 2018 to finally start the routing process. There was still an invalid document after routing began which necessitated a resubmission.

CQTV18000003 for Judge Kase, TPVA began preparing Judge Kase's paperwork in January and attempted routing sometime in February. The contract had to be resubmitted multiple times due to errors in the submission.

Hope this helps,  
Dave

**From:** O'Hagen, Kate  
**Sent:** Wednesday, May 23, 2018 4:37 PM  
**To:** Rich, David H <[drich@nassaucountyny.gov](mailto:drich@nassaucountyny.gov)>  
**Subject:** RE: Delay memos

Hi Dave,  
Could you give me some more detail about each of them? Was it due to late disclosure forms, internal oversight reviews, etc? Thank you.

Kate

**From:** Rich, David H  
**Sent:** Tuesday, May 15, 2018 12:13 PM  
**To:** O'Hagen, Kate <[kohagen@nassaucountyny.gov](mailto:kohagen@nassaucountyny.gov)>  
**Subject:** RE: Delay memos

Hi Kate,

Both contracts CQTV18000002 and CQTV18000003 use a standard term of 1/1/18 through 12/31/18 to allow for easy preparation and processing for TPVA staff. TPVA has 22 Judicial Hearing Officer (JHO) contracts. It would be burdensome on TPVA's limited staff to continually process JHO contracts throughout the year if they had different start and termination dates. Neither JHO has rendered services in 2018.

Let me know if you need anything else.

Dave

**From:** O'Hagen, Kate  
**Sent:** Monday, May 14, 2018 3:18 PM  
**To:** Rich, David H <[drich@nassaucountyny.gov](mailto:drich@nassaucountyny.gov)>  
**Subject:** Delay memos

Good Afternoon Dave,  
Could you please provide delay memos for CQTV18000003 and CQTV18000002. The terms began in January. Thank you!

Kate

Kate O'Hagen  
Compliance Analyst  
516-571-2215  
[kohagen@nassaucountyny.gov](mailto:kohagen@nassaucountyny.gov)



E-75-18

**NIFS ID:CLPD18000001 Department: Police Dept.****Capital:**

SERVICE: SPECIAL COUNSEL

Contract ID #:CQPD14000001 NIFS Entry Date: 01-MAY-18 Term: from to

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: LEVENTHAL, MULLANEY & BLINKOFF, LLP	Vendor ID#: 113547627
Address: 15 REMSEN AVE ROSLYN, NY 11576	Contact Person: STEVEN G. LEVENTHAL
	Phone: 516-484-5440 EX 101

<b>Department:</b>	
Contact Name: GAIL MCGRATH-GOUGH	
Address: 1490 FRANKLIN AVE MINEOLA, NY 11501	
Phone: 516-573-7150	

2018 JUN 15 2:26  
 NASSAU COUNTY  
 CLERK OF SUPREME COURT

**Routing Slip**

Department	NIFS Entry: X	02-MAY-18 -- GCMCGRATHGOUGH
Department	NIFS Approval: X	02-MAY-18 -- GCMCGRATHGOUGH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	11-MAY-18 -- APERSICH
OMB	NIFS Approval: X	04-MAY-18 -- WCOTE
County Atty.	Insurance Verification: X	03-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	02-MAY-18 -- DMCDERMOTT
Dep. CE	Approval: X	15-JUN-18 -- TFOX

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>07-JUN-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> THIS IS A OUTSIDE COUNSEL CONTRACT WHERE COUNSEL SHALL REPRESENT THE NAMED DEFENDANTS IN THE CHRISTOPHER HOEY V COUNTY OF NASSAU AND MARJORIE BLIEKA, IN HER OFFICIAL AND INDIVIDUAL CAPACITIES UNDER INDEX NUMBER 12CV-04935
<b>Method of Procurement:</b> A REQUEST FOR QUALIFICATION WAS ISSUED AND A PANEL ESTABLISHED. LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP WAS SELECTED FROM THE PANEL BASED ON THE FIRM'S EXPERIENCE AND EXPERTISE IN THE SUBJECT MATTER AND AVAILABILITY.
<b>Procurement History:</b> SEE METHOD OF PROCUREMENT ABOVE ALSO COUNSEL HAS PREVIOUSLY CONTRACTED WITH THE COUNTY.
<b>Description of General Provisions:</b> AS DESCRIBED ABOVE
<b>Impact on Funding / Price Analysis:</b> Whereas, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services rendered was not to exceed (\$200,000) Maximum Amount. Whereas, the County and Counsel are desirous of increasing the Maximum Amount; and Now, therefore, in consideration of the promises and mutual covenants contained in this agreement, the parties agree as follows: that the maximum amount be increased to \$450,000- the AMENDED maximum amount.
<b>Change in Contract from Prior Procurement:</b> see above
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDD	Revenue		4	PDPDD2490/DE502	\$ 250,000.00
Control:	PDPDD2490	Contract:				\$ 0.00
Resp:	PDPDD2490	County	\$ 250,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 250,000.00</b>		<b>TOTAL</b>	<b>\$ 250,000.00</b>
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LEVENTHAL, MULLANEY & BLINKOFF, LLP

2. Dollar amount requiring NIFA approval: \$250000

Amount to be encumbered: \$250000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 09/26/13 TO COMPLETION

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: ONGOING SERVICES

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

THIS IS A OUTSIDE COUNSEL CONTRACT WHERE COUNSEL SHALL REPRESENT THE NAMED DEFENDANTS IN THE CHRISTOPHER HOEY V COUNTY OF NASSAU AND MARJORIE BLIEKA, IN HER OFFICIAL AND INDIVIDUAL CAPACITIES UNDER INDEX NUMBER 12CV-04935

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount



## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

11-MAY-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.            – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND  
LEVENTHAL, MULLANEY & BLINKOFF, LLP (FORMERLY  
LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Leventhal, Mullaney & Blinkoff, LLP (formerly Leventhal, Cursio, Mullaney & Sliney LLP) to provide legal services for the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Leventhal, Mullaney & Blinkoff, LLP (formerly Leventhal, Cursio, Mullaney & Sliney LLP).

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** LEVENTHAL, MULLANEY & BLINKOFF, LLP

**CONTRACTOR ADDRESS:** 15 REMSEN AVENUE ROSLYN, NY 11576

**FEDERAL TAX ID #:** 11-3547627

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after REQUEST FOR QUALIFICATION WAS ISSUED AND A PANEL ESTABLISHED. LEVENTHAL, CURSIO, MULLANEY, AND SLINNEY, LLP. WAS SELECTED FROM THE PANEL BASED UPON THE FIRMS EXPERIENCE, EXPERTISE IN THE SUBJECT MATTER AND AVAILABILITY.

VENDOR ID 11-3547627

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

5/1/18

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2-21-18

Vendor: Leventhal, Mullaney & Blinkoff, LLP

Signed: [Signature]

Print Name: Steven G. Leventhal

Title: Managing Member



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2-21-18

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Steven E. Leventhal

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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven G. Leventhal  
Date of birth 01/01/1952  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 15 Remsen Ave  
City/state/zip Roslyn, NY 11576  
Telephone 516-484-5440 x 101  
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 03/12000  
Vice President   /  /    
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ 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? 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.

**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- President

Duck Pond Associates- Partner

Old Roslyn Management Corp- President

Setauket Village Market, LLP- Managing Member

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, 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 21<sup>st</sup> day of February 2018

Thomas J. Mullaney  
Notary Public

**Thomas J. Mullaney**  
NOTARY PUBLIC, State of New York  
No. 01MU4815770  
Qualified in Nassau County  
Commission Expires Jan. 31, 2019

Leventhal, Mullaney & Blinkoff, LLP  
Name of submitting business

Steven G. Leventhal  
Print name

[Signature]  
Signature

Managing Member  
Title

02 / 21 / 2018  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2/21/18

1) Proposer's Legal Name: Leventhal, Mullancy & Blinkoff, LLP

2) Address of Place of Business: 15 Remsen Ave Roslyn NY 11576

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : \_\_\_\_\_

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 11-3547627

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) LLP

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☒ No ☐ If Yes, please provide details: Leventhal & Co., 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 ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Perform conflict checks in connection with each engagement.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Civil Service Commission

Contact Person Hon. Carnell Foskey

Address 40 Main Street #200

City/State Hempstead, NY 11550

Telephone 516-572-1882

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Inc Village of Massapequa Park

Contact Person Hon. Gerard E. Giannattasio

Address 151 Front Street

City/State Massapequa Park, NY 11762

Telephone 516 - 798-0244

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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Company \_\_\_\_\_

Contact Person Mark Davies

Address 11 East Franklin Street

City/State Tarrytown, NY 10591

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## **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  
(December 2017)

### **Attorney at Law**

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-2017), President, *Steven G. Leventhal, P.C.* (1983-2017), 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.

Special 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 Leventhal, CPA's P.C.* (formerly, *Leventhal and Company, LLP*). Accounting, tax and management advisory services (1976-1977; 1980-1981).

### **Judicial Service and Dispute Resolution**

Associate Village Justice,

- *Village of Lattingtown, New York* (2009-2017);
- *Village of Massapequa Park, New York* (2005-2017), Published opinions: *People v. Olsen*, 37 Misc. 3d 862 (2012), *aff'd* 34 Misc. 3d 137(A) (2011); *People v. Kramer*, 41 Misc. 3d 458 (2014); *People v. Cerasoli*, 53 Misc. 3d 1210(A) (2016).
- *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) (2014-2017).** 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 state 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).

**Panel Chairperson (2016-17), Arbitrator (2011-2016), Financial Industry Regulatory Authority ("FINRA").** Appointed to serve as non-public (industry) arbitrator in industry and investor disputes.

**Trial Commissioner, Nassau County Police Department, (2016-17)** Served as legal advisor to hearing officers in departmental disciplinary and administrative proceedings;

Hearing Officer,

- *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.
- *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

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.

Arbitrator, *Nassau Co. Bar Assoc. Alternative Dispute Resolution Tribunal* (2016-2017).

- Rated "well qualified" to serve as an Arbitrator/Mediator by the Judiciary Committee of the Suffolk County Bar Association (2016).

Mediator, (2004-2005). Privately engaged to mediate terms of matrimonial separation

Dispute Resolution Training,

- New York State Bar Association Dispute Resolution Section and Benjamin N. Cardozo School of Law, *Commercial Arbitration Training for Arbitrator and Counsel: Comprehensive Training for the Conduction of Commercial Arbitrations* (2016),
- FINRA Chairperson Training, (2016); Basic Arbitrator, Expungement and Live Video Training (2011).

**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**

**Consultant, United Nations Ethics Office (UNEO)** (2017). Engaged to provide training in best practices for providing independent and confidential ethics advice in an international public sector setting.

**Counsel to Member, U.S. House of Representatives**, Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

**Village Attorney**

- *Village of Muttontown* (2006-2017). 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.
- *Village of Manorhaven* (2016-2017)

**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.

**Counsel to Ethics Board.** Drafted Code of Ethics, Financial Disclosure Form and Instructions, Plain Language Guide to Government Ethics; Developed ethics policies and procedures, developed and implemented ethics training program for officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations, drafted advisory opinions, administered financial disclosure program.

- *County of Nassau*, (2002-2003; 2010-2017).
- *County of Suffolk (Ethics Commission)*, (2009-2011).
- *County of Westchester (Independent Consultant)*, (2012-2017).
- *Town of Southampton* (2007-2017).

**Counsel to Ethics Board (cont.)**

- *Town of Huntington* (2015-2017).
- *Town of Oyster Bay* (2015-2017).
- *Town of North Hempstead* (2007-2011, 2014-16).
- *Town of Putnam Valley* (2006-2007).
- *Village of Sag Harbor* (2016-2017).
- *Village of Rockville Centre* (2006-2012).

Public Service (cont.)**Special Counsel, Ethics**

- *County of Nassau*, (2001-2003; 2010-2017). 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.
- *County of Suffolk (Ethics Commission)*, (2009-2011). Served as litigation counsel 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.
- *Suffolk County Community College*, (2015-2017). Retained to conduct independent ethics review, and to provide advice and recommendations regarding college governance.
- *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.
- *City of Mount Vernon* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.
- *Town of East Fishkill*, Retained to review Town Code of Ethics, provide advice and recommendations to Board of Ethics, and draft advisory opinions. (2017).
- *Town of Yorktown*, Retained to review Town Code of Ethics, provide ethics advice and recommendations, and draft proposal for new Code of Ethics. (2015).
- *Town of Putnam Valley* (2006-2007). Served as litigation counsel.
- *Village of Southampton*, Retained to review Town Code of Ethics, provide advice and recommendations to Board of Ethics. (2017).
- *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).
- *Village of Freeport Housing Authority*. Retained to supervise investigation, and to provide advice and recommendations (2015-16).
- *Village of Plandome Manor*, Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).
- *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.
- *Town of Eastchester Fire Department* (2009). Retained to provide ethics advice to Board of Fire Commissioners.
- *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.
- *Port Washington Police District* (2011-2012). Retained for internal investigation and report.



**Public Service (cont.)****Special Counsel, Ethics (cont.)**

- *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

**Special Counsel: Other**

- *County of Nassau*, (2012-2017) retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.
- *Village of Hempstead Community Development Agency* (2016).
- *Village of Freeport*, Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).
- *Village of Freeport Community Development Agency*, Litigation counsel in defense of breach of contract and tort claims (2012-2015).
- *Village of Hempstead Housing Authority* (2013-2017). Litigation counsel in Federal and State courts.
- *Franklin Square Munson Fire District* (2011). Retained for advice in connection with a labor and employment matter.
- *Roosevelt Public Library* (2008-2011). Advice in connection with legal, accounting, personnel, civil service, and unemployment issues; litigation counsel.
- *Village of Rockville Centre Planning Board* (2008-2012)

Member, Planning Board, *Village of Lattingtown* (2002-2009).

**Teaching Experience**

**Adjunct Professor, Long Island Univ.**, Col. of Management, Graduate School of Public Service, Dept. of Health Care and Public Admin., Greenvale, N.Y. *Environmental Law and Administration; Environmental Litigation Internship; Regulatory Agencies; Administrative Law and the Legal Environment in the Health Sector; Medical Ethics.* (1998-2001)

**Bar Admissions**

United States Supreme Court (2010).

United States Court of Appeals for the Second Circuit (1989).

United States District Court

- Eastern District of New York (1983).
- Southern District of New York (1983).
- 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,

- "A New Administration Faces Conflicts of Interest" (2017);
- "2016 New York Government Ethics Update: Legislative and Judicial Developments" (2016);
- "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).

**Professional Speaking Activities (cont.)**

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: NYS Bar Association, Young Lawyers Section, Bridge the Gap Program:

- "Municipal Law 101" (2016);
- "Suing or Defending a Municipality – The Notice of Claim" (2015).

Panelist: NYS Bar Association, Pro Bono Ethics for Government Attorneys (2017).

Lecturer: New York State Association of Counties

- Leg. Conf., "*Ethics Training for Municipal Officers and Employees*" (2016);
- Legislative Conference, "*Orientation for Newly Elected Officials: Ethics*" (2005, 2006, 2007, 2008, 2009, 2010, 2011, 2013, 2015, 2017);
- Dennis A. Pelletier County Government Institute/Cornell University: "*Ethics in Government*", core requirement (2006, 2007, 2008, 2009, 2010, 2011, 2013);
- Ethics and Integrity Workshop (2015).
- County Finance School, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2012).

Lecturer:

- New York State Association of Clerks of County Legislative Boards, "*Government Ethics in the Real World*" (2017, 2016).
- New York State Public Employer Labor Relations Association, "*Local Government Ethics: Hypotheticals for Training Municipal Officials*" (2017).
- Nassau County Village Officials Association, "*A Practical Guide to Government Ethics*" (2012).
- New York State Economic Development Council, Basic Economic Development Course: "*Ethics and Integrity in Government*" (2011-2017).
- County Attorneys' Association of the State of New York Annual Meeting, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2011).
- Pace University School of Law, Center for Continuing Legal Education, "*Municipal Ethics for Practitioners and Public Officials*" (2011, 2004).
- 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).
- Manhattan College Center for Ethics, "*Current Issues in Gov't Ethics*" (2013).
- eRealty Title Agency, "*A Practical Guide to Government Ethics*" (2012).
- Nassau/Suffolk Water Commissioners Association, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2009).

**Professional Speaking Activities (cont.)**

Lecturer (cont.):

- Leadership Training Institute, "*Responsibilities of Officers and Directors of Not-for-Profit Corporations*" (2008).
- Lorman Education Services, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2008).
- Nassau County Supreme Court, "*Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers*" (2007).
- New York State Association of Real Property Tax Services, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2006).
- Gold Coast Library District, "*Ethics Training for District Trustees*" (2006).

- Practising Law Institute, *"Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting"* (2005).
- Farrell Fritz, P.C., Continuing Legal Ed. Program, *"Government Ethics"* (2004).

Panelist:

- The Center for NYC Law at New York Law School and The NYC Conflicts of Interest Board, The Nineteenth Citywide Seminar on Ethics in NYC Government *"A New Admin. Faces Conflicts of Interest"* (2017); *"History of Ethics"* (2013).
- Albany Law School, Government Law Center, *Municipal Law and Planning: A Local Perspective on Hydrofracking* (2012).
- 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).
- Theodore Roosevelt American Inn of Court, *Securities Arbitration* (2012). *"Preliminary Injunctions: Practical Insights from the Perspectives of the Client, Advocate and Judiciary"* (2010).
- American Bar Association/American Law Institute, *"Ethical Considerations for Government Lawyers"* (2009).
- Nassau Academy of Law and Gold Coast International Film Festival, *"(Dis)honesty -- The Truth About Lies"* (2015).
- Council on Government Ethics Laws (COGEL), *"Financial Disclosure: How Much is Too Much?"* (2008).
- Helsinki University School of Law, *"Comparative Legal Systems: Judicial Ethics"* (2007).

Lecturer: New York State Association of Towns Annual Meeting,

- *"Running a Local Ethics Board"* (2002, 2008, 2011);
- *"Ethics and Integrity in Government"* (2012);
- *"A Practical Guide to Government Ethics"* (2012);

**Professional Speaking Activities (cont.)**

Lecturer: New York State Association of Towns Annual Meeting (cont.),

- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest"* (2013);
- *"Running a Local Ethics Board"* (2002, 2008, 2011);
- *"Talking to the Press: Ethical Considerations"* (2014)

Lecturer: New York State Conference of Mayors and Municipal Officials (NYCOM), Annual Fall Training School for City & Village Officials,

- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2006);
- *"Running a Local Municipal Ethics Board"* (2011);
- *"Zoning and Land Use: Case Law Round-Up"* (2013).

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).

Program Chair, Theodore Roosevelt American Inn of Court, "Municipal Ethics" (2011).

Program Chair: Nassau County Bar Association 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);
- "Current Issues in Government Ethics" (2004);
- "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 County Bar Association Academy of Law, Dean's Hour,

- "Clients with Diminished Capacity: Ethical Considerations" (2016); "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);

**Professional Speaking Activities (cont.)**

Lecturer: Nassau County Bar Association 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);

Lecturer: Nassau County Bar Association Academy of Law, Dean's Hour (cont.),

- "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);

Lecturer: Nassau County Bar Association Academy of Law, Bridge the Gap Program

- "Everything You Wanted to Know About Municipal Law..." (2017)

Lecturer: Nassau County Bar Association, Education Law Committee, "*Representing the Municipal Client: The Dual Demands of Gov. Ethics and Prof. Responsibility*" (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- "*Suing or Defending a Municipality: An Overview*" (2016);
- "*Gifts and Favors: Tis the Season*" (2014);
- "*Proposed Model Code of Ethics for Municipalities*" (2001);
- "*Government Ethics*" (1998).

Lecturer: Suffolk County Bar Association, 24<sup>th</sup> Annual Labor & Employment Conference, "*A Practical Guide to Government Ethics*" (2014).

Panelist: Suffolk County Bar Association, Allen Sak Municipal Law CLE Program, "*New York Government Ethics Update: Cases of Interest*." (2017).

Program Chair: Suffolk County Bar Association Academy of Law, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2005).

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2017, 2013, 2011, 2010, 2006).
- "*Ethics Roundtable*" (2016);
- "*Government Ethics in the Real World*" (2015);
- "*Government Ethics: An Interactive Guide*" (2014);
- "*An Agency Head's Guide to Financial Disclosure* (2014);

#### Professional Speaking Activities (cont.)

Lecturer: "*Ethics Training for Municipal Officers and Employees*"

- Town of Oyster Bay (2017);
- Town of East Fishkill (2017)
- County of Nassau (2016, 2011);
- Town of Huntington (2016);
- County of Rockland, (2012, 2010);
- County of St. Lawrence (2007);

Lecturer: "*Ethics Training for Municipal Officers and Employees*" (cont.)

- 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);

Lecture: "*Best Practices for Village Officers and Employees*"

- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2016, 2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Town of Oyster Bay (2017);
- Village of Rockville Centre (2009, 2006);

Lecture: "*Best Practices for Village Officers and Employees*" (cont.)

- Village of Muttontown (2008).
- Village of Manorhaven (2016);
- Village of Muttontown (2015).

**Professional Speaking Activities (cont.)**

## Lecturer:

- County of Westchester, "*Ethics Training for the Board of Ethics*" (2013);
- Town of North Hempstead, "*Financial Disclosure for Town Officers and Employees*" (2007);
- Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

**Professional Speaking Activities (cont.)**

## 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);
- Rivkin Radler LLP, Continuing Legal Education Program, "*Government Ethics*" (2001);
- Hicksville United Methodist Church, Outreach Program, "*Living Wills, Health Care Proxies, and Other Advance Directives*" (2001);
- American Society of Women Accountants, "*Corporate Shareholder Agreements*" (1988);
- Tax and Accounting Institute, School of Professional Accountancy, Long Island University, "*Corporate Shareholder Agreements*" (1987).

Program Chair: The Shanti Fund, "*Wake Up Manju!*" (1998).

**Publications**

Editor and 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 (2016), Chapters:

- *Article 18: New York's Conflict of Interest Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board, Ten Steps to a Better Board*

Editor and 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 (2016), Chapters (cont.):

- *How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest*
- *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);

### Publications (cont.)

Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *"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);
- *"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 Bd.: Glossary of Municipal Ethics Terms,"* (2006);
- *"Running a Municipal Ethics Bd.: Is Ethics Advice Confidential?"* (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).

Author, *The Nassau Lawyer*, Nassau County Bar Association

- "Restoring Public Confidence in Government" (2017);
- "The Case for Renaming the Ethics Committee" (2012);
- "Why Do We Need a Government Ethics Code?" (2004).

### Awards and Recognition

Cited as Expert on Government Ethics, *The New York Times* (September 21, 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

**Member, Grievance Committee for the Tenth Judicial District** (2017-2020), by appointment of the Appellate Division, Second Judicial Department.

#### **Nassau County Magistrates Association:**

- President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007);
- **Assoc. Dean (Office of Court Admin.), Continuing Judicial Ed.** (2017-2018)
- Chair, Continuing Judicial Education Committee, (2016-2018).

#### **American Bar Association**

- Member, House of Delegates (2015-2017);
- 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** (2009-2017), Member, (2013-14);
- Member, Nominating Committee (2013-2017);

- Member, Committee on Standards of Attorney Conduct (2014-2016);
- Member, Committee for Bar Leaders of New York State (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**

- **President (2017-2018)**, President Elect (2016-2017), 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);
- 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).

**Professional and Civic Associations and Activities (cont.)**

**Nassau County Bar Association (cont.)**

- 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.** (2012-2017); Member, Nominating Committee (2016-2017).

**Competition Judge**

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015-17);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015-17);
- Natl. Civil Rights Trial Competition, St. John's Univ. Law School (2005, 2012).
- Statewide High School Mock Trial Competition (2005, 2008-2015, 2017);
- Plainview High School Mock Trial Competition (2016);
- National Trial Competition (2012).

Member, Theodore Roosevelt American Inn of Court (2009-2017).

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).

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sworn to before me this 21<sup>st</sup> day of February 2018

**Thomas J. Mullaney**  
NOTARY PUBLIC, State of New York  
No. 01MU4816770  
Qualified in Nassau County  
Commission Expires Jan. 31, 2019

Print name

Title

2, 21, 18  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Leventhal, Mullancy & Blinkoff, LLP

Address: 15 Remsen Ave

City, State and Zip Code: Roslyn, NY 11576

2. Entity's Vendor Identification Number: 11-3547627

3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven G. Leventhal  
15 Remsen Ave  
Roslyn, NY 11576

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.

See attached

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

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

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.

Steven G. Heventhal, PC - Common  
Ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

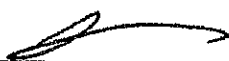
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2-21-18

Signed: 

Print Name: Steven G. Leventhal

Title: Managing Member



**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT NO. 1

AMENDMENT, (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment") dated as of the date of execution by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Leventhal, Mullaney & Blinkoff, LLP (formerly Leventhal, Cursio, Mullaney & Sliney, LLP) with an office located at 15 Remsen Avenue Roslyn, NY 11576 (the "Contractor" or "Counsel").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD14-000001 between the County and Counsel , executed on behalf of the County on November 8, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the litigation entitled Christopher Hoey v County of Nassau ,and Mariorie Blika (the "Services"); and

WHEREAS, the term of the Original Agreement is from September 26, 2013 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services rendered was not to exceed **Two Hundred Thousand Dollars (\$200,000.00)** (the "Maximum Amount"); and

WHEREAS, the County and Counsel are desirous of increasing the Maximum Amount; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The maximum amount in the Original Agreement shall be increased by **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be **Four Hundred and Fifty Thousand Dollars (\$450,000.00)** (the "Amended Maximum Amount").

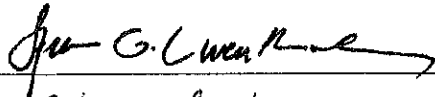
2. Payment/Partial Encumbrance. Paragraph 3 of the Original Agreement shall be revised and amended to include the following:

(a)(3) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**LEVENTHAL, MULLANEY & BLINKOFF LLP**

By:   
Name: Steven G. Leventhal  
Title: Managing Member  
Date: 4-6-18

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

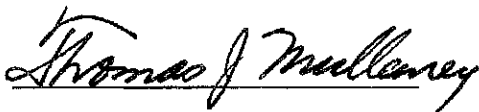
PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 6<sup>th</sup> day of April in the year 2018 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, Mullaney & Blinkoff, 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

**Thomas J. Mullaney**  
NOTARY PUBLIC, State of New York  
No. 01MU4816770  
Qualified in Nassau County  
Commission Expires Jan. 31, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Affinity 14 Cliffwood Ave , Suite 310 Matawan, NJ 07747	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Leventhal, Mullaney, & Blinkoff, LLP 15 Remsen Avenue Roslyn NY 11576	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: CNA INSURANCE COMPANIES</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			425267347	02/15/2018	02/15/2019	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000 Deductible \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DUCKPON-02

SOKULA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risc One Inc. 400 West Main Street Ste 302 Riverhead, NY 11901	CONTACT NAME:		
	PHONE (A/C, No, Ext): (631) 369-3800	FAX (A/C, No): (631) 369-0379	
INSURED  Steven G. Leventhal, P.C. 15 Remsen Avenue Roslyn, NY 11576	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HARLEYSVILLE WORCESTER INSURANCE COMPANY		26182
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP91839H	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is named as an Additional Insured with regards to work performed by the above captioned Insured per written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract ID#: CQPD14-0000 001Department: County Attorney & Police

## Contract Details

**E-02-14**  
 SERVICE Special Counsel
NIFS ID #: CQPD14-000 001 NIFS Entry Date: 12-18-13 Term: from 9/26/13 to Completion

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

## Agency Information

Vendor		County Department
Name: Leventhal, Cursio, Mullaney & Sliney, LLP	Vendor ID#: 113547627	Department Contact Daniel Gregware,
Addresses:  15 Remsen Avenue Roslyn, NY 11576	Contact Person Steven Leventhal  Phone: 516-484-5440	Address 1 West Street, Mineola, NY 11501  Phone 516-571-1675

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 12/18/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 12/20/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
12/24/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 12/24/13	<i>[Signature]</i>	
12/26/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/26/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/> 12/31/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 01/14/2014	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 2/10/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/3/14	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> New Contract
<b>Purpose:</b> This is a new outside counsel contract where Counsel shall represent the named defendants in the <u>Christopher Hoey v. County of Nassau, and Marjorie Bieka</u> , in her official and individual capacities, under index number 12-cv-04935
<b>Method of Procurement:</b> A Request for Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter, and availability..
<b>Procurement History:</b> See method of procurement above. Also, Counsel has previously contracted with the County.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$200,000 maximum amount. \$25,000 initial encumbrance
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 25,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 25,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	\$ 25,000.00
2		\$
3	<i>G. Amato 12/24/13</i>	\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 25,000.00</b>

Document  
Prepared By:

Daniel Gregware, Esq., M.J. Weyer, AIII.

Date: 12/17/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>1/3/14</i>
Date: <i>2/11/14</i>	Date: <i>2/10/14</i>	(For Office Use Only)
		E #:



E-2-14

RULES RESOLUTION NO. 2-2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY, THE NASSAU COUNTY POLICE DEPARTMENT AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-13-14  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
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 agreement entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

RULES RESOLUTION NO. -- 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL  
AGREEMENT ENTERED INTO BY THE NASSAU COUNTY  
ATTORNEY, THE NASSAU COUNTY POLICE DEPARTMENT 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 agreement entered into by the Nassau County Attorney and  
Leventhal, Cursio, Mullaney & Sliney, LLP.



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

CHITRA ANBALAGAN

October 22, 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  
October 22, 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,

A handwritten signature in dark ink, appearing to read "Steven G. Leventhal", with a long, sweeping horizontal line extending to the right.

Steven G. Leventhal



# CERTIFICATE OF LIABILITY INSURANCE

297772

DATE (MM/DD/YYYY)

02-07-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Affinity 100 Matawan Road, 2nd Flr Matawan, NJ 07747-3911	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
--	--

<b>INSURED</b> Leventhal, Cursio, Mullaney & Sliney, LLP/Steven G. Leventhal, P.C. 15 Remsen Avenue Roslyn, NY 11576	<b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>
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INSR LTR	TYPE OF INSURANCE	ADDL ISSR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability		425267347	02-15-2013	02-15-2014	\$1,000,000 Each Claim \$2,000,000 Aggregate \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Nassau County 1550 Franklin Avenue Mineola, NY 11501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Joe Rivera
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DUCKPON-02

SOKULA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risc One Inc. 400 West Main Street Ste 302 Riverhead, NY 11901	CONTACT NAME	
	PHONE (A/C, No, Ext): (631) 369-3800	FAX (A/C, No): (631) 369-0379
INSURED  Steven G. Leventhal PC 15 Remsen Avenue Roslyn, NY 11576	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HARLEYSVILLE WORCESTER INSURANCE COMPANY	NAIC # 26182
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	BOP91839H	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured only with regard to operations of the named insured on their behalf.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon Okula

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, Cursio, Mullaney & Sliney, LLP (CQPD13)

**CONTRACTOR ADDRESS:** 15 Remsen Avenue, Roslyn, New York 11576

**FEDERAL TAX ID #:** 113547627

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.



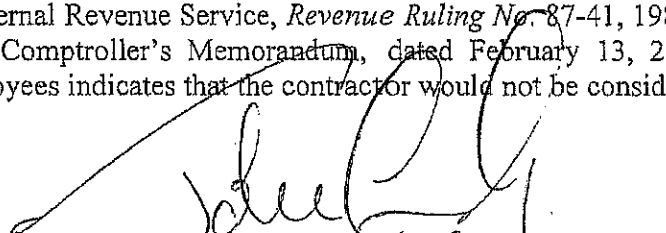
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
11/8/2023  
\_\_\_\_\_  
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

## 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 and the Nassau County Police Department, having its principal office at 1440 Franklin Avenue, Mineola, New York 11501 (collectively, 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 currently involved in litigation known as Christopher Hoey v. County of Nassau, and Marjorie Blika, in her official and individual capacities, under index number 12-cv-04935 (SJF)(ETB); 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. Term. This Agreement shall commence on September 26, 2013 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the named defendants in the matter of Christopher Hoey v. County of Nassau, and Marjorie Blika, in her official and individual capacities, under index number 12-cv-04935 (SJF)(ETB) (the "Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. 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 Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Amount"). 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) 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 disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not

represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term

of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget

Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 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).

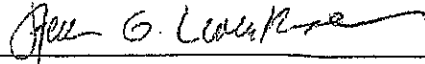
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from 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.



IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

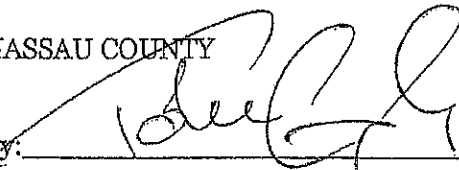
By: 

Name: Steven G. Leventhal

Title: Managing Member

Date: 10/22/13

NASSAU COUNTY

By: 

Name: John Ciampoli

Title: County Attorney

Date: 11/8/2013

NASSAU COUNTY

By: 

Name: Richard Robinson Walter

Title: County Executive

☐ Deputy County Executive

Date: 3/11/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 22<sup>nd</sup> day of October 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, Mullane & Stiney, 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

Christy Lf

Chitra Anbalagan  
Notary Public, State of New York  
No. 02AN6270955  
Qualified in Nassau County  
Commission Expires October 29, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of November in the year 2013 before me personally came 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 is the **County Attorney for the County of Nassau**, the 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.

NOTARY PUBLIC

*Diana Cadyman*

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

ISS.:

COUNTY OF NASSAU )

On the 11 day of March in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Florida; 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 G. Petrucci

CONDETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01FE258028  
Qualified in Nassau County  
Commission Expires April 02, 2014

## **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

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Steven G. Leventhal (Name)  
15 Remsen Avenue  
Roslyn, NY 11576 (Address)  
(516) 484-5440 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-



initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/22/13  
Dated

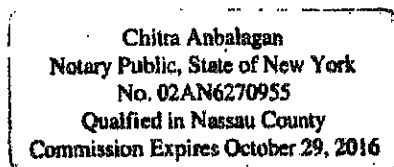
*Steven G. Leventhal*  
Signature of Chief Executive Officer

Steven G. Leventhal  
Name of Chief Executive Officer

Sworn to before me this

22<sup>nd</sup> day of October, 2013.

*Chitra Anbalagan*  
Notary Public





U-14-18

**NIFS ID:**CQPK18000011      **Department:** Parks**Capital:**

SERVICE: OBVR concert

Contract ID #:CQPK18000011

NIFS Entry Date: 11-APR-18

Term: from 01-MAY-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: Larry Moser	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Larry Moser
[REDACTED]	
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0272	

**Routing Slip**

Department	NIFS Entry: X	12-APR-18 -- PABUFFOLINO
Department	NIFS Approval: X	26-APR-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-JUN-18 -- APERSICH
OMB	NIFS Approval: X	06-JUN-18 -- JDEVITO1
County Atty.	Insurance Verification: X	27-APR-18 -- NSARANDIS
County Atty.	Approval to Form: X	26-APR-18 -- DMCDERMOTT
Dep. CE	Approval: X	11-JUN-18 -- BSCHNEIDER

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>08-JUN-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Traditional 19th Century Dance at Old Bethpage Village Restoration
<b>Method of Procurement:</b> : Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.
<b>Procurement History:</b> Procurement History: Larry Moser has been contracted under the County for several years to perform at Old Bethpage Village for special events and for the Annual LI Fair. The above mentioned performer will provide professional performances of 19th Century Dulcimer accompanied by 19th Century Fiddler to play as a duo or as the music for 19th Century Contra Dancing to benefit the residents of Nassau County at Old Bethpage Village Restoration for the 2018 season. Performers in general cannot be evaluated through a competitive bidding process.
<b>Description of General Provisions:</b> Description of General Provisions: Larry Moser will provide traditional 19th century dance music at the Old Bethpage Village Restoration special events for the 2018 season.
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$4,545.00
<b>Change in Contract from Prior Procurement:</b> n/a/
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	PK	Revenue		1	pkgen1800de500	\$ 4,545.00
Resp:	gen1800	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 4,545.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 4,545.00</b>		<b>TOTAL</b>	<b>\$ 4,545.00</b>

RENEWAL	
% Increase	
% Decrease	

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Larry Moser

2. Dollar amount requiring NIFA approval: \$4545

Amount to be encumbered: \$4545

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 5/1/18-12/31/18

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain: .

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the Item for which this approval is requested:

Larry Moser will provide Traditional 19th Century Dance at Old Bethpage Village Restoration for the 2018 season.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
cqpk17999916	01-MAR-17	5,336.00

## 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.

APERSICH

06-JUN-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.      – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS  
AND LARRY MOSER

WHEREAS, the County has negotiated a personal services agreement with Larry Moser, to provide musical performances of traditional 19<sup>th</sup> century dance music at Old Bethpage Village Restoration special events, 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 Larry Moser.

Jack Schnirman  
Comptroller



Redacted  
COPY

OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Larry Moser

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

April 9, 2018

Service: Personal Services Contract for Larry Moser

The above mentioned performer will provide professional performances of 19<sup>th</sup> Century Dulcimer accompanied by 19<sup>th</sup> Century Fiddler to play as a duo or as the music for 19<sup>th</sup> Century Contra Dancing to benefit the residents of Nassau County at Old Bethpage Village Restoration for the 2018 season.

Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

These services cannot be provided by any staff currently employed by the county.

A handwritten signature in cursive script, reading "Eileen Krieb".

Eileen Krieb  
Commissioner  
Nassau County Department of  
Parks, Recreation & Museums

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/23/18

Vendor: Larry Moser

Signed: Larry Moser

Print Name: Larry Moser

Title: Musician

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Larry Moser  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED] NONE  
City/state/zip [REDACTED]  
Telephone [REDACTED] 21548-0177  
Other present address(es) [REDACTED] NONE  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /       /   /     
(Other) Individual

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ✓ NO     If Yes, provide details. 100% OM.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

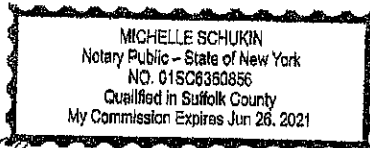
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Larry Maser, 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 23<sup>rd</sup> day of MARCH 2018

Michelle Schukin  
Notary Public



Larry Maser  
Name of submitting business

Larry Maser  
Print name

Larry Maser  
Signature

Owner Musician  
Title

3.23.2018  
Date



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/23/2018

1) Proposer's Legal Name: [REDACTED]

2) Address of Place of Business: [REDACTED] 4243

List all other business addresses used within last five years:

3) Mailing Address (if different): NONE

Phone: [REDACTED]

Does the business own or rent its facilities? not applicable

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) Individual

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each

such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event a conflict arises, the County will be notified to make a determination.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

*See a Hachkeedbird*

- B. Indicate number of years in business. *Over 20 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company King Manor Museum

Contact Person Nadezhda Williams

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # not applicable

E-Mail Address [REDACTED]

Company Historic Longstreet Farm

Contact Person Bonnie Grothusen

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # not applicable

E-Mail Address [REDACTED]

---

Company East Meadow Public Library

Contact Person Jude Schanze

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # not applicable

E-Mail Address [REDACTED]

## **Larry Moser - Background**

Larry Moser has had been a performer and teacher of traditional folk music since the 1970s.

Inspired by the popular folk musicians of the '50s and '60s (Baez, Collins, Paxton, the Clancy Brothers, et al), he developed skill on guitar and at singing. He later discovered more authentic roots musicians through The Guitar Workshop of Roslyn, Jeff Warner, folk music director, and was influenced by performers from England, Ireland, Scotland and Appalachia (Jean Ritchie, The Boys of The Lough, Fennig's All Star String Band, Jeff Davis).

Following the example of many folk musicians, Larry learned additional instruments - English concertina, accordion, and hammered dulcimer. Concertina and dulcimer were played during the 1800s, making them suitable for use at OBPVR.

During the 1980s Larry led the LITMA (Long Island Traditional Music Association) Contradance Orchestra - a group of about thirty musicians who met weekly to practice at the Epenetus Smith Tavern in Smithtown, and performed for about six LITMA contradances annually. He was hired in the early 2000s to coach the Contrapolitans, the dance orchestra of the Country Dance and Song Society in NYC, to improve their performance quality.

Larry has performed since the late 1970s solo and with groups at various venues - museums, libraries, historical societies, and private functions. Working with several dance callers he performs regularly for old time dances, mostly on Long Island. He works frequently with other folk musicians in the dance band Dance All Night, and in concert groups Fiddlers Green and Rose Tree.

In addition to work at OBPVR, Larry works regularly with fiddler Mary Nagin at the King Manor Museum, Jamaica NY, and Longstreet Farm Museum, Holmdel NJ, who he and Mary also represent at the Monmouth County Fair.

Larry has served on the boards of directors of the Long Island Traditional Music Association and the Folk Music Society of Huntington.

Larry also does work in technical fields related to music - audio recording, video production, and event sound.

Contact info: phone - 631-549-9677; email - [laracord@hotmail.com](mailto:laracord@hotmail.com)

## CERTIFICATION

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I, LARRY J. MOSER, 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 23<sup>rd</sup> day of MARCH 2018

Michelle Schukin  
Notary Public



Name of submitting business: Larry Moser

By: Larry Moser  
Print name  
Larry Moser  
Signature

Musician  
Title

3, 23, 2018  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity [REDACTED]

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Individual Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

None

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/23/18

Signed: Larry Moser

Print Name: Larry Moser

Title: Musician

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) [REDACTED], having its principal address at [REDACTED] (the "Performer") (collectively the "Contractors").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2018 and shall terminate on December 31, 2018, unless sooner terminated as provided herein.

2. Program. (1) The Contractor is hereby retained by the County to provide Traditional 19<sup>th</sup> Century Dance music performances at the Old Bethpage Village Restoration special events as listed in Appendix "A". Dates and performances are tentative and are subject to change.

3. Payment. (a) Amount of Consideration. (1) The maximum amount to be paid to the Contractor as full consideration for the services under Section 2(1) of this Agreement shall not exceed four thousand five hundred forty five dollars (\$4,545.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not

timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for

"Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

11. Accounting Procedures: Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary



moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Administrative Service Charge. The Contractor is not required to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall not be due.

19. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Larry Moser

By: Larry Moser  
Name: Larry Moser  
Title: Supervisor  
Date: 4/11/18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11 day of April in the year 2018 before me personally came Larry J. Moser to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the owner of SELF of Larry J. Moser, 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  
Doreen Pennica

DOREEN R. PENNICA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6170832  
Qualified in Nassau County  
My Commission Expires July 23, 2019

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 "A"

Saturday, May 05, 2018	11am-4	5	\$	150.00
Sunday, May 06, 2018	11am-4	5	\$	150.00
Saturday, May 26, 2018	11am-4pm	5	\$	150.00
Sunday, May 27, 2018	11a-4p	5	\$	150.00
Saturday, June 09, 2018	11am-4	5	\$	150.00
Saturday, June 23, 2018	11am-4	5	\$	150.00
Sunday, June 24, 2018	11am-4	5	\$	150.00
Wednesday, July 04, 2018	11am-4	5	\$	150.00
Saturday, August 04, 2018	11a-4p	4	\$	150.00
Sunday, August 05, 2018	11am-4	5	\$	150.00
Saturday, August 25, 2018	11am-4	5	\$	150.00
Sunday, August 26, 2018	11am-4pm	5	\$	150.00
Saturday, September 01, 2018	11a-4p	5	\$	150.00
Sunday, September 02, 2018	11a-4p	5	\$	150.00
Saturday, September 15, 2018	10a-5pm	7	\$	210.00
Saturday, September 15, 2018	10am-5pm	7	\$	210.00
Saturday, September 22, 2018	10am-5pm	7	\$	210.00
Sunday, September 23, 2018	10a-5pm	7	\$	210.00
Saturday, November 03, 2018	10a-5pm	7	\$	210.00
Sunday, November 04, 2018	10a-5pm	7	\$	210.00
Saturday, November 24, 2018	11a-4p	5	\$	150.00
Sunday, November 25, 2018	11a-4p	5	\$	150.00
TBD- Candlelight	5p-930p	4.5	\$	135.00
TBD- Candlelight	5p-930p	4.5	\$	135.00
TBD- Candlelight	5p-930p	4.5	\$	135.00
TBD- Candlelight	5p-930p	4.5	\$	135.00
TBD- Candlelight	5p-930p	4.5	\$	135.00
TBD Extra Date LI		Max 7		
Fair/Candlelight	TBD	hours	\$	210.00
			\$	4,545.00

In the event that any these dates are cancelled for any reason the performer can, with the approval of the Department of Parks, reschedule for a day and time that is convenient for Old Bethpage Village Restoration and the performer.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/23/18  
Dated

Larry Moser  
Signature of Chief Executive Officer

Larry Moser  
Name of Chief Executive Officer

Sworn to before me this  
23<sup>rd</sup> day of MARCH, 2018

Michelle Schukin  
Notary Public





## **Appendix EE**

- **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

*Inter-Departmental Memo*

**TO:** Robert Cleary  
**FROM:** Eileen Krieb  
**DATE:** June 11, 2018  
**SUBJECT:** DELAY OF EXPLANATION - LARRY MOSER

---

**CQPK180000011**

**NAME: LARRY MOSER**

**TERM: MAY 1, 2018-DECEMBER 31, 2018**

**AMOUNT OF CONTRACT: \$4,545.00**

*E. Krieb*

The Larry Moser contract was uploaded into ECRS/APEX system by the Parks Department on April 12, 2018. It was approved by County Attorney and Budget on April 13, 2018 and April 25, 2018 respectfully. Leg Affairs rejected it on April 26 due to a problem with the redacted copy and all approvals were removed. Parks re-uploaded the contract on April 26, 2018. The County Attorney re-approved the contract on April 27, 2018, however, OMB did not re-approve the contract until June 6, 2018. The request for a Delay Memo was sent on June 8, 2018.



U-16-18

**NIFS ID:CQPK18000001 Department: Parks****Capital:**

SERVICE: Professional services

Contract ID #:cqpk18000001

NIFS Entry Date: 30-JAN-18

Term: from 01-APR-18 to 30-JUN-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: Susan Maxwell	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Susan Maxwell
[REDACTED]	
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0272	

**Routing Slip**

Department	NIFS Entry: X	30-JAN-18 -- PABUFFOLINO
Department	NIFS Approval: X	08-FEB-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	25-APR-18 -- APERSICH
OMB	NIFS Approval: X	25-APR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	08-FEB-18 -- DGRIPPO
County Atty.	Approval to Form: X	08-FEB-18 -- DGRIPPO
Dep. CE	Approval: X	12-JUN-18 -- BSCHNEIDER



<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>30-APR-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide consultation of the Nassau County Empire State Games for the Physically Challenged to be held May 31 thru June 2, 2018.
<b>Method of Procurement:</b> Each artist and musical performer, or event planner possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others. After 27 years NY State could no longer host the games for the physically challenged. Seven years ago Nassau County rescued the event hosted at our facility. We retained the services of Susan Maxwell who previously worked for NY State and had a resume of 25 successful years of prior experience in implementing and facilitating the event for NY State. There is no one who holds these credentials.
<b>Procurement History:</b> Procurement History: Susan Maxwell has expertise with all aspects of the Nassau County Empire State Games for the Physically Challenged.
<b>Description of General Provisions:</b> Consultation of the Nassau County Empire State Games for the Physically Challenged. Services to be provided shall consist of, but are not limited to Administrative Support, Data Entry, Budget Preparation and Coordination of Volunteers and staff.
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$ 22,000.00 - Contract processing fee \$160.00 - copy is attached.
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	Gen	Revenue		1	pkgen1800de500	\$ 22,000.00
Control:	pk	Contract:				\$ 0.00
Resp:	1800	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 22,000.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 22,000.00</b>		<b>TOTAL</b>	<b>\$ 22,000.00</b>
RENEWAL						
% Increase						
% Decrease						



Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

1. Vendor: Susan Maxwell

2. Dollar amount requiring NIFA approval: \$22000

Amount to be encumbered: \$22000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 4/1/18-6/30/18

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide consultation of the Nassau County Empire State Games for the Physically Challenged to be held May 31 thru June 2, 2018.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

25-APR-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS  
AND SUSAN MAXWELL

WHEREAS, the County has negotiated a personal services agreement  
with Susan Maxwell, to serve as a Consultant for the 2018 Nassau County  
Empire State Games for the Physically Challenged, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Susan Maxwell.

George Maragos  
Comptroller



Redacted  
COPY

OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Susan Maxwell

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The \_\_\_\_\_ evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. X Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. X Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

1/30/17  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
Compt. form Pers./Prof. Services Contracts: Rev. 3 09/15



COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

January 25 2018

SERVICE: Personal Services Contract for Consultant of the 2018 Nassau County Empire State Games for the Physically Challenged  
Susan Maxwell

Susan Maxwell has been retained due to her extensive knowledge and experience on how to run the Nassau County Empire Games for the Physically Challenged.

Each artist and musical performer, or event planner possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

After 27 years NY State could no longer host the games for the physically challenged. Seven years ago Nassau County rescued the event hosted at our facility. We retained the services of Susan Maxwell who previously worked for NY State and had a resume of 25 successful years of prior experience in implementing and facilitating the event for NY State. There is no one who holds these credentials. We retained the services of Susan Maxwell who previously worked for NY State and had a resume of 26 successful years of prior experience in implementing and facilitating the event for NY State.

There is no one who holds these credentials. Susan has earned this unique hands on knowledge of the required & specialized experience in coordinating the housing, scheduling the many programs; capability to access and evaluate the individuals' ability to participate and finally the placement of the participants in the most suitable events such as track and field, wheelchair basketball, swimming; obstacle course and familiarity and access to the volunteers to work the event.

A handwritten signature in cursive script, reading "Eileen Krieb".

Eileen Krieb  
Commissioner  
Nassau County Department of  
Parks, Recreation & Museums



## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Susan R Maxwell

Dated: 1/18/18

Signed: Susan R Maxwell

Print Name: Susan R Maxwell

Title: Individual Consultant

## 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 Susan Maxwell  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address Not A business  
City/state/zip Same as above  
Telephone [REDACTED]  
Other present address(es) None  
City/state/zip None  
Telephone None

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) Individual – In 2011 Nassau County asked me to assist them in running the Empire state Games for the Physically Challenged. I had worked for NYS Parks for 20 years running the Physically Challenged Games program until the program was cut from NYS Parks budget in December 2010.

3. Do you have an equity interest in the business submitting the questionnaire?  
NO     YES X If Yes, provide details. Independent Consultant
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES     If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES    ; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- 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.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Susan R. Maxwell, 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 22 day of January 2018

  
\_\_\_\_\_  
Notary Public

JOSHUA JOSEPH FLORIO  
NOTARY PUBLIC STATE OF NEW YORK  
MONROE  
LIC. #01FL6360936  
COMM. EXP. 06/26/2021

Susan R. Maxwell  
Name of submitting business

Susan R. Maxwell  
Print name

Susan R. Maxwell  
Signature

Individual Contractor  
Title

1, 22, 18  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: January 18, 2018

1) Proposer's Legal Name: Susan R Maxwell

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: No other Addresses

3) Mailing Address (if different): Same

Phone: [REDACTED]

Does the business own or rent its facilities? Own Home

4) Dun and Bradstreet number: not-applicable

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one):    Sole Proprietorship    Partnership    Corporation  
X Other (Describe) Independent Consultant

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes    No X If Yes, please provide details:   

8) Does this business control one or more other businesses? Yes    No X If Yes, please provide details:   

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes    No X If Yes, provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?



No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_ **No conflict exists , in the event a conflict arises, the County will be notified to make a determination.**

(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 , in the event a conflict arises, the County will be notified to make a determination.**

(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 , in the event a conflict arises, the County will be notified to make a determination.**

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future:

No conflict exists

(see 17 iii)

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

See attached

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Camp Smile Inc

Contact Person Vincent J. Hesketh

Address 456 Backus Rd

City/State Webster, NY 14580

Telephone 585-748-8462

Fax # N/A

E-Mail Address vhesketh@rochester.rr.com

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ 78 \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail \_\_\_\_\_

Company \_\_\_\_\_ Office of Parks, Recreation & Historic Preservation \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Bronx, New York \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_ 718-961-7226 \_\_\_\_\_

\_\_\_\_\_

Susan R Maxwell

Business History Form Additional Information

A. Resume Attached

B. I have been an Independent Consultant for the Games for the Physically Challenged since January 1<sup>st</sup>, 2011. Prior to this I was employed for 20 years with NYS Parks, Recreation and Historic Preservation - Empire State Games. In December 2010 I was laid off when NYS cut funding for all Empire State Games programs. Nassau County came to me at this time to help them to continue the Games tradition that had begun in 1985.

C. From 1990 - 2010 I was program director for the Long Island Games for the Physically Challenged, the Brockport Games for the Physically Challenged and the Syracuse adapted Clinic as well program director for the Empire State Games for the Physically Challenged winter adapted skiing program and competition. Prior to this I had volunteered for the Games since it's inception. I first became involved in the Games as the parent of a physically challenged child.

Susan R. Maxwell  
Name

January 18, 2018  
Date

Susan R Maxwell  
Signature

## Susan R. Maxwell

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### Objective

A challenging and rewarding position as director of the Games for the Physically Challenged in which I can fully utilize my knowledge and experience. The Games for the Physically Challenged has been a successful program for 34 years with regional competitions in Long Island, NY and Brockport, NY.

### Personal

Highly motivated, team-oriented management professional with over 30 years of experience in the operational and administrative skills in the organization of Olympic Style Competition with primary focus on adaptive sports competition and recreational activities.

### Work Experience

**March 2011 - Present** - Consultant—Nassau County Empire State Games for the Physically Challenged - Responsible for the administrative organization and complete start to finish operation of Adaptive Olympic Style Sports Competition for 1100 Physically Challenged youth ages 5—21 years of age. Responsibilities include: budgeting, fund raising, soliciting and securing sponsorships, setting up Press conference, securing facilities, contacting schools and programs servicing physically challenged youth, promotion of program, coordination of volunteers and staff, contacting and securing officials, medical support and security, soliciting and securing in kind donations, updating of athlete and volunteer entry and medical forms, housing forms, transportation forms and sponsorship opportunity forms, coordination of athlete housing and transportation, coordination of foodservice, coordination of equipment set up and break down, ordering of athlete, volunteer and staff uniforms and merchandise, management of website and social media, data entry of athlete and volunteer applications, coordination of event schedule, data entry of athlete housing assignments, etc.

**August 2011 - Present** - Camp Smile - Camp Smile Empire State Games for the Physically Challenged Director - Responsible for the administrative organization and complete start to finish operation of Adaptive Olympic Style Sports Competition for 450 Physically Challenged youth ages 5—21 years of age, in Western NY. Two programs annually in Syracuse, NY and Brockport, NY.

**July 1990 - December 31, 2010** - Empire State Games - New York State Parks, Recreation and Historic Preservation - Co-Director of the Empire State Games for the Physically Challenged - Responsible for the administrative organization and complete start to finish operation of Adaptive Olympic Style Sports Competition for 1600 Physically Challenged youth ages 5—21 years of age, in three regional areas. Co-Director of the Empire State Summer Games Masters Division—Responsible for the administrative organization and operation of Olympic Style Competition in 14 sports for 1100 Masters division athletes, ages 19 years and older, depending on sporting event. Director of Adaptive Ski Program at Whiteface Mountain as part of the Empire State Games. Responsible for organizing one on one instruction and competition in Alpine ski racing.

**November 1986 - January 1990** - Kiddie City Toy Store  
Part time Seasonal - Christmas - Cashier

**October 1979 - September 1986** - Key Bank -  
Bank Teller - Platform Assistant

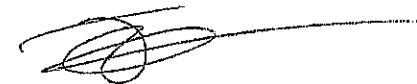
**March 1974 - September 1979** - Red Barn Restaurant -  
Assistant Manager - Open and close store, Ordering of inventory, oversee everyday operations and customer service.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Susan R Maxwell, 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 22 day of January 2018



Notary Public

JOSHUA JOSEPH FLORIO  
NOTARY PUBLIC STATE OF NEW YORK  
MONROE  
LIC. #01FL6360936  
COMM. EXP. 06/26/2021

Name of submitting business: Susan R Maxwell - Individual Consultant

By: Susan R Maxwell  
Print name

Susan R Maxwell  
Signature

Individual Consultant  
Title

1/22/18  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Susan Maxwell  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: [REDACTED]
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Individual Consultant ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

\_\_\_\_\_ **None** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: January 18, 2017

Signed: Susan R Maxwell

Print Name: Susan R. Maxwell

Title: Individual Consultant

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Susan Maxwell, having its principal address at [REDACTED] (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 1, 2018 and terminate June 30, 2018, unless sooner terminated as provided for herein.

2. Services. The Contractor shall serve as Consultant of the **2018 Nassau County Empire State Games for the Physically Challenged**, to be held May 31st through June 2nd, 2018 (the "Program" or "NCESGPC"). The services to be provided by the Contractor shall consist of, but are not limited to: Administrative Support, Data Entry, Budget Preparation and Coordination of Volunteers and staff.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Twenty two thousand dollars (\$22,000.00)**. This amount is inclusive of any and all expenses and shall be payable at a rate of fifty five dollars (\$55.00) per hour.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as

consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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 week.

(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 parties 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 Contractors received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

(c) The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any information for any purpose, except as may be necessary in the course of the Contractor providing Services under this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

(d) The Contractor shall, and shall cause Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 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.

11. 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.

12. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the

termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. 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.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Administrative Service Charge. The Contractor agree to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. 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.

21. Conflicts. In the event that a conflict may arise between Contractor and any individual, organization or other entity respecting any and all aspects of the NCESGPC, including but not limited to, administration and event decisions, then in that event the decision shall rest solely with the Chief Deputy Commissioner of the Department of Parks, Recreation and Museums.

**[The Remainder of this Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SUSAN MAXWELL

By: Susan R. Maxwell  
(signature)

Name: Susan R. Maxwell  
(print name)

Title: Individual Contractor

Date: 1/22/18

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

(or) \_\_\_\_\_ Chief Deputy County Executive

(or) \_\_\_\_\_ Deputy County Executive

Date: \_\_\_\_\_

EXECUTE IN BLUE INK

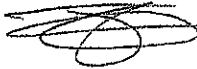
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~  
Monroe

On the 22 day of January in the year 2018 before me personally came Susan Maxwell to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Monroe; that he or she is the Contractor of NCESGPC, the Consultant described herein and which executed the above instrument; and that he or she signed his or her name thereto.

NOTARY PUBLIC



JOSHUA JOSEPH FLORIO  
NOTARY PUBLIC STATE OF NEW YORK  
MONROE  
LIC. #01FL6360936  
COMM. EXP. 06/26/2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SUSAN RAE MAXWELL

10-1120

577

1/22/018

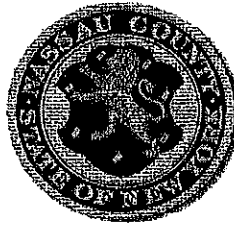
PAY TO THE ORDER OF Nassau County \$160.00

one hundred sixty dollars + 00/100 A

M & T BANK  
MANUFACTURERS AND TRADERS TRUST COMPANY  
1800 24th St  
WWW.MANOTBANK.COM

FOR Administrative Susan R. Maxwell

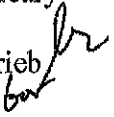
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COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

*Inter-Departmental Memo*

**TO:** Robert Cleary

**FROM:** Eileen Krieb 

**DATE:** June 6, 2018

**SUBJECT: DELAY OF EXPLANATION – SUSAN MAXWELL**

---

**CQPK18000001**

**NAME: SUSAN MAXWELL**

**TERM: APRIL 1, 2018-JUNE 30, 2018**

**AMOUNT OF CONTRACT: \$22,000.00**

The Susan Maxwell contract was uploaded into ECRS/APEX system by the Parks Department on January 30, 2018. The contract date commenced April 1, 2018 and therefore the submittal of the documents were completed in a timely manner. No department ever rejected the file which would have delayed the approval process. The County Attorney's Office approved as to form in February. OMB and Legislative Affairs did not issue their approvals until April. Parks was never made aware of a reason for the delay in approvals.

# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

### **FINANCE COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Howard Kopel - Chairman**

**Vincent Muscarella – Vice Chairman**

**Tom McKevitt**

**Rose Marie Walker**

**Ellen Birnbaum – Ranking**

**Arnold Drucker**

**Debra Mule**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>263-18</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. 2018</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 263-18(OMB)
<b>266-18</b>	<b>LE</b>	<b>GS, F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO REQUIRE THE NOTIFICATION BY MAIL TO ALL RESIDENT COUNTY PROPERTY OWNERS OF THE TENTATIVE ASSESSED VALUE OF OWNED PROPERTY. 266-18(LE)
<b>267-18</b>	<b>LE</b>	<b>F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND TITLE 57 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE NASSAU COUNTY LIVING WAGE CONTINGENCY FUND. 267-18(LE)
<b>269-18</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED JOHN CABREJA II V. COUNTY OF NASSAU, ET AL., DOCKET NO. 13 -CV-01019 (JMA)(AYS) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 269-18(AT)
<b>270-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
<b>271-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)
<b>273-18</b>	<b>PK</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 273-18(PK)



<b>274-18</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED MILAGROS CABRERA V. INCORPORATED VILLAGE OF HEMPSTEAD, INDEX NO. 013867/2012 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 274-18(AT)
<b>277-18</b>	<b>OMB</b>	<b>F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 277-18(OMB)
<b>278-18</b>	<b>PK</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. 278-18(PK)

# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

### **HEALTH AND SOCIAL SERVICES COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Rose Marie Walker – Chairwoman**

**James Kennedy – Vice Chairman**

**Laura Schaefer**

**C. William Gaylor III**

**Delia Deriggi-Whitton – Ranking**

**Arnold Drucker**

**Joshua Lafazan**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>264-18</b>	<b>LE</b>	<b>H, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND TITLE 38 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY. 264-18(LE)

# **NASSAU COUNTY LEGISLATURE**

## **12<sup>th</sup> TERM MEETING AGENDA**

### **MINORITY AFFAIRS COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Steve Rhoads – Chairman**

**Rose Marie Walker – Vice Chairwoman**

**James Kennedy**

**Denise Ford**

**Siela Bynoe – Ranking**

**Kevan Abrahams**

**Debra Mule**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

### **PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Laura Schaefer - Chairwoman**  
**Tom McKevitt - Vice Chairman**  
**Steven Rhoads**  
**Denise Ford**  
**Arnold Drucker – Ranking**  
**Joshua Lafazan**  
**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>268-18</b>	<b>CE</b>	<b>PL, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S REAPPOINTMENT OF JEFFREY H. GREENFIELD AS A COMMISSIONER OF THE NASSAU COUNTY PLANNING COMMISSION. 268-18(CE)
<b>276-18</b>	<b>PW/PL</b>	<b>PL, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "MAP OF PISCIOTTA PROPERTY", SITUATED IN UNINCORPORATED GLENWOOD LANDING, TOWN OF OYSTER BAY, COUNTY OF NASSAU, NEW YORK. 276-18(PW/PL)

PLANNING

# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

# **PUBLIC SAFETY COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Denise Ford - Chairwoman**

**Steve Rhoads - Vice Chairman**

**Vincent Muscarella**

**John Ferretti**

**Delia DeRiggi-Whitton - Ranking**

**Siela Bynoe**

**Debra Mule**

**Michael C. Pulitzer, Clerk of the Legislature**



<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>270-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
<b>271-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>201-18</b>	<b>TV</b>	<b>PS, F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY WITH RESPECT TO THE IMMOBILIZATION AND REMOVAL OF VEHICLES OF SCOFFLAWS. 201-18(TV)

**NASSAU COUNTY LEGISLATURE  
12th TERM MEETING AGENDA**

**PUBLIC WORKS AND PARKS  
COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Vincent Muscarella – Chairman  
C. William Gaylor III – Vice Chairman  
Laura Schaefer  
James Kennedy  
Siela Bynoe – Ranking  
Arnold Drucker  
Joshua Lafazan**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

PUBLIC WORKS

**NASSAU COUNTY LEGISLATURE  
12TH TERM MEETING AGENDA**

**VETERANS  
AND SENIOR AFFAIRS  
COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**John Ferretti – Chairman  
C. William Gaylor III– Vice Chairman  
Rose Marie Walker  
Steve Rhoads  
Debra Mule - Ranking  
Delia Deriggi – Whitton  
Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

### **GOVERNMENT SERVICES & OPERATIONS COMMITTEE JUNE 25, 2018 1:00 PM**

**James Kennedy - Chairman**

**Denise Ford – Vice Chairwoman**

**Tom McKevitt**

**John Ferretti**

**Ellen Birnbaum – Ranking**

**Arnold Drucker**

**Joshua Lafazan**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>266-18</b>	<b>LE</b>	<b>GS, F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO REQUIRE THE NOTIFICATION BY MAIL TO ALL RESIDENT COUNTY PROPERTY OWNERS OF THE TENTATIVE ASSESSED VALUE OF OWNED PROPERTY. 266-18(LE)





# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

# **ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Tom McKevitt – Chairman**  
**John Ferretti – Vice Chairman**  
**Steve Rhoads**  
**Denise Ford**  
**Siela Bynoe – Ranking**  
**Ellen Birnbaum**  
**Debra Mule**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# **NASSAU COUNTY LEGISLATURE**

## **12<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**Richard Nicolello – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>263-18</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. 2018</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 263-18(OMB)
<b>264-18</b>	<b>LE</b>	<b>H, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND TITLE 38 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY. 264-18(LE)
<b>266-18</b>	<b>LE</b>	<b>GS, F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO REQUIRE THE NOTIFICATION BY MAIL TO ALL RESIDENT COUNTY PROPERTY OWNERS OF THE TENTATIVE ASSESSED VALUE OF OWNED PROPERTY. 266-18(LE)
<b>267-18</b>	<b>LE</b>	<b>F, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2018</u></b> A LOCAL LAW TO AMEND TITLE 57 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE NASSAU COUNTY LIVING WAGE CONTINGENCY FUND. 267-18(LE)
<b>268-18</b>	<b>CE</b>	<b>PL, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S REAPPOINTMENT OF JEFFREY H. GREENFIELD AS A COMMISSIONER OF THE NASSAU COUNTY PLANNING COMMISSION. 268-18(CE)
<b>269-18</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED JOHN CABREJA II V. COUNTY OF NASSAU, ET AL., DOCKET NO. 13 -CV-01019 (JMA)(AYS) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 269-18(AT)
<b>270-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
<b>271-18</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>272-18</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FREEPORT IN RELATION TO A 2007 HARLEY DAVIDSON MOTORCYCLE. 272-18(PD)
<b>273-18</b>	<b>PK</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 273-18(PK)
<b>274-18</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED MILAGROS CABRERA V. INCORPORATED VILLAGE OF HEMPSTEAD, INDEX NO. 013867/2012 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 274-18(AT)
<b>275-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY LONG ISLAND DIVERS TO THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 275-18(PK)
<b>276-18</b>	<b>PW/PL</b>	<b>PL, R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "MAP OF PISCIOTTA PROPERTY", SITUATED IN UNINCORPORATED GLENWOOD LANDING, TOWN OF OYSTER BAY, COUNTY OF NASSAU, NEW YORK. 276-18(PW/PL)
<b>277-18</b>	<b>OMB</b>	<b>F, R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 277-18(OMB)
<b>278-18</b>	<b>PK</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. 278-18(PK)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>279-18</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO.-2018</u></b> A RESOLUTION TO DEVELOP AND PUBLISH A WEBSITE DEDICATED TO BULLYING PREVENTION AND AWARENESS IN THE COUNTY OF NASSAU. 279-18(LE)
<b>282-18</b>	<b>LE</b>	<b>R</b>	<b><u>ORDINANCE NO.-2018</u></b> AN ORDINANCE TO AMEND ORDINANCE NO. 105-1985 AS AMENDED BY ORDINANCES 154-1989, 103-2000, AND 203-2001 WITH REGARD TO MAINTENANCE AND GUARANTEES ASSOCIATED WITH ROAD OPENINGS IN NASSAU COUNTY. 282-18(LE)
<b>283-18</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION TO INCREASE AWARENESS OF NASSAU COUNTY’S 24/7 BEHAVIORAL HEALTH HELPLINE. 283-18(LE)
<b>284-18</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION DESIGNATING ROOM 105 WITHIN THE THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING AT 1550 FRANKLIN AVENUE IN MINEOLA, NEW YORK AS THE “JOHN CIOTTI MEMORIAL HEARING ROOM” AND DIRECTING THE DEPARTMENT OF PUBLIC WORKS TO INSTALL CONSPICUOUS SIGNAGE. 284-18(LE)
<b>A-27-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY AND INFOSYS INTERNATIONAL, INC. A-27-18
<b>E-67-18</b>	<b>TV</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC & PARKING VIOLATIONS AGENCY, AND JOHN LAWRENCE KASE. E-67-18.
<b>E-68-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS. RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW YORK INC. E-68-18.

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-69-18</b>	<b>TV</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY, AND RICHARD A. LAPERA. E-69-18.
<b>E-70-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS. RECREATION AND ED MOORE ADVERTISING AGENCY, INC. E-70-18.
<b>E-71-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS. RECREATION AND MUSEUMS, AND GREATER LONG ISLAND RUNNING CLUB. E-71-18.
<b>E-72-18</b>	<b>CL</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY CLERK AND WORD POWER UNLIMITED, INC. E-72-18.
<b>E-73-18</b>	<b>IT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND SVAM INTERNATIONAL, INC. E-73-18
<b>E-74-18</b>	<b>CC</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF CORRECTIONS, AND THE TAHA MASJID. E-74-18

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-75-18</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND LEVENTHAL, MULLANEY & BLINKOFF, LLP (FORMERLY LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP). E-75-18
<b>E-76-18</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND SOKOLOFF & STERN LLP. E-76-18
<b>U-14-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND LARRY MOSER. U-14-18
<b>U-15-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND WILD LIFE IN NEED OF RESCUE AND REHABILITATION. U-15-18
<b>U-16-18</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND SUSAN MAXWELL. U-16-18
<b>U-17-18</b>	<b>ME</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY MEDICAL EXAMINER AND DAVID LYNN, D.D.S. U-17-18



Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>65-18</b>	<b>LE</b>	<b>R</b>	<b><u>PROPOSED LOCAL LAW NO. – 2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
<b>A-22-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPRAGUE OPERATING RESOURCES LLC. A-22-18
<b>E-2-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
<b>E-46-18</b>	<b>TV</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18.
<b>E-50-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC. E-50-18
<b>E-52-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ARCADIS OF NEW YORK, INC. E-52-18



# **NASSAU COUNTY LEGISLATURE**

## **12th TERM MEETING AGENDA**

# **TOWNS, VILLAGES & CITIES COMMITTEE**

**JUNE 25, 2018 1:00 PM**

**C. William Gaylor III– Chairman**

**Laura Schaefer – Vice Chairwoman**

**James Kennedy**

**Vincent Muscarella**

**Joshua Lafazan – Ranking**

**Ellen Birnbaum**

**Delia Deriggi -Whitton**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**