#### 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-67-18 NCWEB.PDF E-67-18 NCWEB.PDF

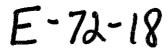
U-14-18 NCWEB.PDF U-16-18 NCWEB.PDF

#### 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





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

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

Department:	
Contact Name: John Butler	
Address: 240 Old Country Roa	ad, Room 109
Mineola, NY 11501	
Phone: 516-426-3496	
	- August - A

## **Routing Slip**

Department	NIFS Entry: X	16-MAR-18 JBUTLER
Department	NIFS Approval: X	16-MAR-18 JBUTLER
DPW	Capital Fund Approved:	
ОМВ	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**

**Purpose:** Contract6 for postal / mail sorting services for bulk mail processing of informational pieces and other related documents sent by the County Clerks Office.

Method of Procurement: RFP

Procurement History: Selected vendor has been a County Contractor since 2001.

**Description of General Provisions:** Contract for one (1) year period (3/23/18 to 3/22/19) with option to extend for three (3) additional terms.

Impact on Funding / Price Analysis: Funding will be drawn from the General Fund CL 1100 DE 500

Change in Contract from Prior Procurement: Contractor held prior contract at \$50,000.

Recommendation: (approve as submitted) Approve as submitted

### **Advisement Information**

BUDGI	ET CODES
Fund:	GEN
Control;	ÇL
Resp:	1100
Object:	DE500
Transaction:	103
Project #:	
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CLGEN1100 / DE500	\$ 80,000.00
, .		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 80,000.00

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

1. Vendor: Word Power Unlimited, Inc			
2. Dollar amount requiring NIFA approval: \$80	0000		
Amount to be encumbered: \$80000			
This is a New			
If new contract - \$ amount should be full amount of If advisement NIFA only needs to review if it is If amendment - \$ amount should be full amount o	increasing funds above	e the amount previously approved by NIF	Α
3. Contract Term: 03/23/2018 to 3/22/2019  Has work or services on this contract commer	nced? 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 co If not, will it require a future borrowing?	ntract?	Y N	
Has the County Legislature approved the borrow	ring?	N/A	
Has NIFA approved the borrowing for this contract	ct?	N/A	
5. Provide a brief description (4 to 5 sentence	es) of the item for whi	ich this approval is requested:	
Contract6 for postal / mail sorting services for bulk m Office.	nall processing of informations	al pieces and other related documents sent by the Co	ounty Clerks
6. Has the item requested herein followed all	l proper procedures a	and thereby approved by the:	
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature	э		
Date of approval(s) and citation to the reso	olution where approv	al for this item was provided:	

Contract ID Amount Amount

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

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

APERSICH 22-MAR-18

<u>Authenticated User</u> <u>Date</u>

#### **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

<u>Authenticated User</u> <u>Date</u>

**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.

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.



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: Nord Power Unlimited
CONTRACTOR ADDRESS: 433 WILL: 1 Avenue Villia BULLY 1159
FEDERAL TAX ID #: 11 26 7 206 \
Instructions: Please check the appropriate box ("\overline{\overli
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] [#] 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 \\/\lambda \sqrt{\lambda}\rightarrow \begin{array}{llllllllllllllllllllllllllllllllllll
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 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 no 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 score 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. A Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. 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:  \[ \sigma\) 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.  \[ \text{Maxwell Autual Coull} \]  Department Head Signature
3/12/18 Date



#### COUNTY OF NASSAU

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
4-6-17 Friends of Rose Walker \$ 150.00
9-26-17 Marren Olomell for County Clark \$ 200.00
4-6-17 Friends of Rose Walker # 150.00 9-26-17 Manuer O'Connell for County Clerk # 200.00 18-10-17 Martins for Country 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 Wellinsted, Jac.
Dated: 3-1-18  Signed: Jillin Thyly  Print Name: William T. Wilry  Title: freichent

## 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
Home address 74 Harrard 5t
City/state/zip
Business address 433 Willis Ave
City/state/zip Willistan Park NY 11596
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/ _/ _//
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? NOYES; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in

the past 3 years while you were a principal owner or officer? NO \_\_\_\_\_\_\_ YES \_\_\_\_ If Yes, provide details.

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 departed 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? NOYES If Yes, provide details for each such conviction.
e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO <u>√</u> 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?

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? NOYES 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? NOYES 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 falled to file any required tax returns or falled 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.
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

Sworn to before me this 16 day of Rhowary 2018

Audrea L Llurm

Notary Public

ANDREA L. STURM NOTARY PUBLIC, STATE OF NEW YORK NO. 04\$T6236226 QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES 2/22/20\_19

Name of submitting business

Print name

entity.

1601-01

Title

<u> /92 / 1 / 8 Date</u>

#### 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 Karan A. Wiley
	Date of birth
	Home address 74 Harvard 51.
	City/state/zip Williston Park WY 115-96
	Business address 433 Willis Ava
	City/state/zip Williston Park WY 12596
	Telephone <u>576 - \$13 - \$363</u>
	Other present address(es) W/A
	City/state/zip #//a
	Telephone//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 // / 55
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?
	YES ✓ NO If Yes, provide details. 🔞 📶
, <b>4</b> .	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 <u>v</u> 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.						
ope Pro	eration. ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach if to the questionnaire.					
7. In the past (5) years, have you and/or any affillated 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.					
	Ģ.	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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)					
	a)	Is there any felony charge pending against you? YES NO $\underline{\surd}$ 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? YESNO 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					

	<del>o</del> )	misdemeanor?	•	ed, after trial or by plea, of a for each such conviction.	
	f)	In the past 5 years, statutory charges? occurrence.	nave you been found in YES NO _√_ If	violation of any administrativ Yes, provide details for each	re.or such
	years, investi subject for, or respor	have you been the sigation by any federa tof an investigation on on behalf of the sub-	ubject of a criminal inve l, state or local prosecu where such investigation mitting business entity a	to the previous questions, in estigation and/or a civil anti-truiting or investigative agency an was related to activities per ind/or an affiliated business listes, provide details for each	ust nd/or the formed at, sted in
10.	listed i anti-tru includi princip	in response to Quest ust investigation and/ ing but not limited to	ion 5, been the subject or any other type of invi federal, state, and local	5 years has any business or or of a criminal investigation and estigation by any government regulatory agencies while yo Yes; provide details for each	l/or a civil agency, u were a
11.	respon proced	nse to Question 5 ha	d any sanction imposed any professional licent	iny other affiliated business li as a result of judicial or admi se held? YES NO/_	inistrative
12.	applic	able federal, state or	local taxes or other ass	required tax returns or falled sessed charges, including but If Yes, provide details for ea	not limited

C		Ь.	Tf	F	1	۵	Ŧ	Ю	N
_,,	in mar		1 4			,			

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, Aren 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 tay of Mark 2018

ž.

Name of submitting business

Karen A. Wi.

Print name

<u> ゴルル</u>( Signature

itle

03 /15 / 2018

Rev. 3-2016

FARA A. GAERTNER
Notary Public, State of New York
No. 01GA6092694
Qualified in Nassau County
Commission Expires May 27, 2019

## 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-/6-/ % 1) Bidder's/Proposer's Legal Name: Word Power Unlimited Fac. 2) Address of Place of Business: 433 Willis Ave Willister Park WY List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: 516-873-4763 Does the business own or rent its facilities? 4) Dun and Bradstreet number: 5) Federal I.D. Number: 1/267 206 / 6) The bidder/proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Other (Describe) \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_\_ No ✓ If Yes, please provide details: \_\_\_\_\_ 8) Does this business control one or more other businesses? Yes \_\_\_ No \_\_ If Yes, please provide 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_\_\_ No \_\_ If Yes, provide details.\_\_\_\_\_ 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_\_ No \_v If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). the contract of the contract o

11) Has the bid If Yes, state da	lder/proposer, during the past seven years, been declared bankrupt? Yes No ite, court jurisdiction, amount of liabilities and amount of assets
business, been state or local proficer of any at investigation by was related to a	five years, has this business and/or any of its owners and/or officers and/or any affillated the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, resecuting or investigative agency? And/or, in the past 5 years, have any owner and/or fillated business been the subject of a criminal investigation and/or a civil anti-trust any federal, state or local prosecuting or investigative agency, where such investigation activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation.
business been federal, state a an affiliated but but not limited findividual's pos	5 years, has this business and/or any of its owners and/or officers and/or any affiliated the subject of an investigation by any government agency, including but not limited to and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of siness been the subject of an investigation by any government agency; including to federal, state and local regulatory agencies, for matters pertaining to that sition at or relationship to an affiliated business. Yes No If Yes, provide a such investigation.
either before or to events that a allegedly relate	rrent or former director, owner or officer or managerial employee of this business had, r during such person's employment, or since such employment if the charges pertained allegedly occurred during the time of employment by the submitting business, and ed 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
J	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  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? 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				
applicable fede and sewer cha detailed respon	st (5) tax years, has this business falled to file any required tax returns or failed to pay any eral, state or local taxes or other assessed charges, including but not limited to water arges? No Yes If Yes, provide details for each such year. Provide a need to all questions checked 'YES'. If you need more space, photocopy the ge and attach it to the questionnaire			
Provide a deta appropriate pa	iled response to all questions checked "YES". If you need more space, photocopy the ge and attach it to the questionnaire.			
17) Conflict of	Interest:			
a) please	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, 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.			
	(iii) Any other matter that your firm believes may create a conflict of Interest or the appearance of a conflict of interest in acting on behalf of Nassau County.			
b) conflic 	Please describe procedures your firm has, or would adopt, to assure the County that a tof interest would not exist for your firm in the future.			

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 Brewaw				
Address 1550 Franklin Ave				
City/State Minecla Not 11501				
Telephone 5/6-37/-1977				
Fax#				
E-Mail Address				

Company NASSAU County Legis Intere
Contact Person Kevaw Abrahams
Address 1550 Franklin Ave
City/State Mirros/A NY 11501
Telephone 516-571-6201
Fax #
E-Mail Address
Company Nagsau Compty
Company Nagsau Compty
Company Nassau Comety  Contact Person Edward Mellina
Company Nassau Comety  Contact Person Edward Mellina  Address 1550 Franklin Ave
Company Nassau Comety  Contact Person Edward Mellina  Address 1550 Franklin Auc  City/State Mineola W) 11596

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 FRATHIS QUESTIONNAIRE MAY RESULT IN RENDERING THE RESPONSIBLE WITH RESPECT TO THE PRESENT BID/F AND, IN ADDITION, MAY SUBJECT THE PERSON MAKIN CHARGES.	HE SUBMITTING BUSINESS ENTITY NOT PROPOSAL OR FUTURE BIDS/PROPOSALS,
being duly sworn, state contained in the foregoing pages of this questionnaire and the full and complete answers to each item therein to the best of notify the County in writing of any change in circumstances and before the execution of the contract; and that all information and belief. I understand that the Countil rely on the information supplied in this questionnaire as the submitting business entity.	if my knowledge, information and belief; that I will occurring after the submission of this questionnaire ation supplied by me is true to the best of my unity
Sworn to before me this 16 day of February	20 <u>1.</u> P
Andrea h Sterm Notary Public	ANDREA L. STURM NOTARY PUBLIC, STATE OF NEW YORK NO. 04ST6236226 QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES 2/22/20
Name of submitting business: Word Power (to	limited Inc
By: William & Wiley  Printiname  Millipple,  Signature  Franchat  Title  02 116118	
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: Word Power Whatted For.
	Address: 433 Willis Pre
	City, State and Zip Code: Williston Ank NY 11596
2,	Entity's Vendor Identification Number: // 2672061
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd, Liability CoClosely Held CorpOther (specify)
	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or bic body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all and officers of limited liability companies (attach additional sheets if necessary):
_W <sub>1</sub>	Min-T. Wiley TH Haward ST. Williston Park MY, President access A. Wiley TH Haward St. Williston Park MY, Vice President
**************************************	
10K in li	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an al, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the leu of completing this section.  The first way for ideal 11 through the willist which we will see the firm of the least through the leas

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, beards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Plannin Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of 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.
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 Plannin Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of 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.
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(a) Name, title, business address and telephone number of lobbylst(s):
Ne

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.		
- Work		
Addition of the second of the		
(c) List whether and New York State):	where the person/organization is registered as a lobbyist (e.g., Nassau County,	
None		
contractor or Vendor authorized as a	ection must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.  are that he/she has read and understood the foregoing statements and and accurate.	
Dated: 2-16-18  Print Name: William T. Title: Desidat	Signed: John Afthy	

The term lobbying shall mean any aftempt to influence any determination made by the Massau Coupty 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 precaration 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 yith respect to the solicitation, award or administration of a grant, loan, or agreement involving the distinusement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, founds; 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 mide by an elected county official or an officer of 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 of rejection by an agency of any rule having the force and effect of lay; the decision to hold, thining or outcome of any rate making proceeding before an agency; the agenda on any determination of a board-or commission; my 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 official or employee of the county to support or oppose any state or faderal legislation, rule or regulation, integral and of regulation, and 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 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. <u>Services</u>. 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>, 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) ("<u>Maximum Amount</u>") 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) <u>Vouchers: Voucher Review, Approval and Audit.</u> Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his

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

- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. 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) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (d) 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) (1) 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) <u>Protection of Information Obtained in the Course of Performance</u>. 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation.</u> (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided, however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense; (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 three million dollars (\$3,000,000,000,000) per claim and three million dollars (\$3,000,000,000) 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 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by

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

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

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) 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. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons

or addresses as shall be designated by written notice.

- 17. All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of 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) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County 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. 01HA-825461 Qualified in Nasettu County Commission Expires December 31, 20	By: Jalla- J. Jallan J. Wiley  Title: Provident  Date: 3-6-18
	NASSAU COUNTY
•	
	Ву:
	Name:
	Title: Deputy County Executive
	Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.; COUNTY OF NASSAU )	
On the day of mark in the year which executed the above instrument; and that he or she of the board of directors of said corporation.	ear 2018 before me personally came who, being by me duly sworn, did depose and that he or she is the the corporation described herein and signed his or her name thereto by authority
NOTARY PUBLIC	RAYMOND J. HALLER Notary Public, State of New York No. 01HA4625461 Qualified in Nassau County Commission Expiree December 31, 20
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU )	
	ration described herein and which executed

NOTARY PUBLIC

#### Appendix EE

#### Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race; creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

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

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best. Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE; evidence of faise certification as M/WBE compliant or considered breach of the County Contract.
- (i) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - 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, 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/V/8Es 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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a 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 (Na 433 Willisten Park WY (Add	me)
	433 Willis Ave Williston Pack WY (Add	ress)
		iber)
2.	The Contractor agrees to either (1) comply with the requirements of the Nass-Living Wage Law or (2) as applicable, obtain a walver of the requirements of the pursuant to section 9 of the Law. In the event that the Contractor does not contractor establishes to the satisfaction of the Department that at the time of this Agreement, it had a reasonable certainty that it would receive such waive Law and Rules pertaining to waivers, the County will agree to terminate the climposing costs or seeking damages against the Contractor	the Law mply with the nd such f execution of r based on the
3.	In the past five years, Contractor has has not been found by a contractor agency to have violated federal, state, or local laws regulating passages or benefits, labor relations, or occupational safety and health. If a violates assessed against the Contractor, describe below:	ourt or a lyment of ition has been
		Allenderschafter.
		Manufacturing of a second of the second of t
		nouleand registrat

4.	In the past five years, an administrative proceeding, investigation, or government initiated judicial action has has not been commenced against or relations contractor in connection with federal, state, or local laws regulating payment of with benefits, labor relations, or occupational safety and health. If such a proceeding, a investigation has been commenced, describe below:	ages or
5,	Contractor agrees to permit access to work sites and relevant payroll records by a County representatives for the purpose of monitoring compliance with the Living V and Investigating employee complaints of noncompliance.	uthorized Vage Law
belief.	by certify that I have read the foregoing statement and, to the best of my knowledge it is true, correct and complete. Any statement or representation made herein sha ate and true as of the date stated below.	
Dated	3-6-18 Signature of Chief Executive Officer	<b>*****</b>
	Name of Chief Executive Officer	-
	n to before me this	
_4"	day of March 2008	
Notary	Public Number Public, State of New York No. 01HA4625461  Qualified in Nassau County  Commission Expires December 31, 20 18	

## EXHIBIT A

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

	Letter Size Flat Size	\$22.00 p/m* \$25.70 p/m
Folding		\$15.75 p/m
Inserting 1 piece into #10, 6 x 9 or 10 x 12 e	nvelope 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 e Includes + 4 zip codes, endorsement line and		\$78.75 <sup>-</sup> 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 ta	ipe of CD	\$150.00
Delivery to Hicksville, NY Post Office		N/C
Pick up at County Facility		ИЛС
Clean-up return mail, both deletions and cor	rections	N/C
Required 24 hour turnaround on all mailings	s for time sensitive material	N/C
Extracting data/records from data source as To include indexing, cataloging and analysis Not limited to gender, age, AD, ED home or Sorting business address and business service And corporation name filings).	s of raw data including but wner status (for land filings),	\$225

<sup>\*</sup>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)
	William T. Wiley (Name)  433 Willis A. Willist Lank WY (Address)
	516-873-5363 (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 actionhasv_has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5.	Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
belief,	by certify that I have read the foregoing statement and, to the best of my knowledge and it is true, correct and complete. Any statement or representation made herein shall be te and true as of the date stated below.
02	110/18
Signat	ure of Chief Executive Officer
Jac	William T- Wiles
Name	of Chief Executive Officer
	and the State of the Control of the
	to before me this, 20/K
_	•
Notary	ndrea L denne

ANDREA L. STURM
NOTARY PUBLIC, STATE OF NEW YORK
NO. 04ST6236226
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 2/22/20\_19

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

11596

Policy Number: 4892541

Prior Policy Number;

Producer: Hiram Cohen & Son, Inc.

486 Willis Avenue

Williston Park, NY 11596

Entity of Insured: Corporation

Producer Number: Y0056

S1C#: 7331

Other workplaces not shown above:

Risk I.D. Number:

Insured's I.D. Number: 112672061

NCCI Company Number: 15717

The policy period is from

10/01/2017

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 Bodily Injury by Disease

\$1,000,000 \$1,000,000 Policy Limit 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.

See Extension of Information Page Classifications	Code No.	Premium Basis Total est, Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Premit	
Minimum Premium: \$ 574		Expense (	Constant	\$	,,
Employer's Liab Minimum Premium: \$		Total Estimated A	nnual Premium	\$.	2,934
If indicated below, interim adjustments of premium shall be made:		De	eposit Premlum	\$	2,934

Issuing Office: New Hartford, NY 13413:

8-D-WC Ed: 08-2008

BILLING NO. 100542688

Date of Issue: 08-23-2017

Countersigned by \_

Copyright 1988 National Council of Compensation Insurance

Shanna C Peck



#### CERTIFICATE OF LIABILITY INSURANCE

DÄTE (MM/DD/YYYY) 3/5/2018

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 (NSURED, the policy(les) 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) CONTACT Rosemary DeStefano PRODUCER Hiram Cohen & Son, Inc. PHONE (A/C: No. Ext): E-MAIL FAX, Noj: 516-742-7209 486 Wills Avenue Williston Park NY 11598 Appress: rdstefang@hlramcohen.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Graphic Arts Mutual Ins. Co. 23809 WORDPDW-01 เมรบละับ INSURER B : Word Power Unlimited, Inc. INSURER C: 433 Willis Avenue Williston Park NY 11596 INSURER DE INSURER E NSURER F 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. ACOLISUER INSD WYD POLICY EFF POLICY TYPE OF INSURANCE LUNTS POLICY NUMBER X | COMMERCIAL GENERAL LIABILITY Y 3044857 8/17/2017 8/17/2018 EÄCH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea becurrence) CLAIMS MADE Loccur 5 included MED EXP (Any one person) 5 10,000 PERSONAL & ADV INJURY S included GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 5 2,000,000 PROT POLICY PRODUCTS - COMP/OF AGG \$.2,000,000 OTHER. COMBINED SINGLE LIMIT (Estaccident) **AUTOMOBILE LIABILITY** \$ BODILY INJURY (Per paison) 8 ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Paraccident) \$ PROPERTY DAMAGE (Fer accident) HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS'COMPENSATION STATUTE WORKER'S COMPENSATION
AND EMPLOYERS LIBELITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER, EXCLUDED?
(Manidatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT - 8: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD.) of, Adgitional Remarks Schoolule, may be attached if more space in required) Additional Insureds per Written Contract of Agreement Nassau County CERTIFICATE HOLDER **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. Nassau County 240 Old Country Road Mineola NY 11501 AUTHORIZED REPRESENTATIVE



New Hartford, NY 13413

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

T()

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

Producer Number: Y0056

486 Willis Avenue Williston Park, NY 11596

Producer: Hiram Cohen & Son, Inc.

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.

# ( ommercial & 144)

### **BUSINESSOWNERS POLICY DECLARATIONS**

LIABILITY AND MEDICAL EXPENSES LIMIT - Per Occurrence

1,000,000

MEDICAL EXPENSES LIMIT - Per Person

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.S.), 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 BP0003 BP0003 BP0003 BP0003	DESCRIBED PREMISES AND COVERAGES Employee Dishonesty Forgery Or Alteration Money And Securities Inside The Premises Money And Securities Outside The Premises Outdoor Signs	LIMIT OF INSURANCE \$60,000 \$60,000 \$15,000 \$5,000	PREMIUM Included Included Included Included
	DPUUU3	Outdoor Signs	\$10,000	Included



Fire Surcharge

\$10.61

Total Advance Premium

\$2,099.61

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

**MORTGAGE HOLDER:** 

8-DU-BOP Ed. 10-2007

includes copyrighted meterial of insurance Services Office, Inc.

Authorized Representative Your Bill Will Follow



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

Vendor Info;	
Name: Brian Rosenberg New York Inc.	Vendor ID#:
Address:	Contact Person: Brian
	Rosenberg ·
	Phone:

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	The state of the s
Eisenhower Park	-91 _1
East Meadow, NY 11554	
Phone: 516-572-0378	

# **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
ОМВ	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**

Purpose: 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

Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016. Original contract CQPK16000042,

Amendment 1-CLPK17000006

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 performances of three concerts scheduled at Lakeside

Theatre, Eisenhower Park for the 2018 season as described in Amendment 2

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$22,600.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDG	ET CODES
Fund:	GRT
Control:	PK
Resp:	gen1800
Object:	de500
Transaction:	109
Project #:	
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING	AMOUNT	
SOURCE		
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 22,600.00	
TOTAL	\$ 22,600.00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGEN1800DE500	\$ 22,600.00
		\$ 0.00
i		\$ 0.00
		\$ 0,00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 22,600.00

# 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: \$2	2600		
Amount to be encumbered: \$22600			
This is a Amendment			
If new contract - \$ amount should be full amount If advisement NIFA only needs to review if it is If amendment - \$ amount should be full amount o	increasing funds a		approved by NIFA
3. Contract Term: 5/1/17-9/30/18  Has work or services on this contract comme	enced? N		
If yes, please explain:			
4. Funding Source:			
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (G	RT) Federal % 0 State % 0 County % 0	
Is the cash avallable for the full amount of the co	ontract?	Y N	
Has the County Legislature approved the borrov	ving?	N/A	
Has NIFA approved the borrowing for this contra	act?	N/A	
5. Provide a brief description (4 to 5 sentenc	es) of the Item for	which this approval is rec	quested:
To retain, produce and manage the performances of three Amendment 2	econcerts scheduled at L	akeside Theatre, Eisenhower Park.	for the 2018 season as described in
6. Has the item requested herein followed a	ll proper procedui	es and thereby approved	by the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislatur	re		
Date of approval(s) and citation to the res	งolution where ap	proval for this item was pi	ovlded:

Contract ID	Date was set to the second	Amount
CLPK17000006	01-MAY-17	13,800.00

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

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

**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 su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

-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.

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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: Brian Rosenberg New York Inc.
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].   [date]. The sealed bids were publicly opened on sealed bids were received and opened.   [date]. [#] of
II.   The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [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.

The c	This is a renewal, extension or amendment of an existing contract.  Contract was originally executed by Nassau County on June 22, 2017. This is a renewal or extension and to the contract, or an amendment within the scope of the contract or RFP. The original act was entered into after July 18, 2016.
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
	B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.  This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.  VIII. I 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

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 3

# Exhibit A



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election Lavending on the date of this disclosure, or (b), years prior to the date of this disclosure and campaign committees of any of the following committees of any candidates for any of the Executive, the County Clerk, the Comptrolle	of the vendor provided campaign contributions win (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two ending on the date of this disclosure, to the g Nassau County elected officials or to the campaign following Nassau County elected offices: the County r, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	
NO	DNE
Vendor authorized as a signatory of the firm  The undersigned affirms and so swears that he statements and they are, to his/her knowledge  The undersigned further certifies and affirms	that the contribution(s) to the campaign committees ut duress, threat or any promise of a governmental
Dated: 3(36) 2019 Si	gned: int Name: Brian Rosenberg
Ti	tle: 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.

	MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO	
	BMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR	
	ARD	(
1.	Principal Name Brian Rosen Deva	(
	Date of birth 11 / 29 / 1964	
	Home address	
	City/state/zip	
	Business address	
	City/state/zip	
	Telephone	
	Other present address(es) N/A	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached NA	
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?	
<b>J</b> ,	YES NO If Yes, provide details. 100%	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any	
<b>4.</b>	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.	

3.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO $X$ provide details.		
ope Pro	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 p organiz	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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 NOX		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{X}$ 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.	bankru the pas bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosen sow the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO $\underline{X}$ _ If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ 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.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ballowner or officer? YES NO _X If Yes; provide details for each such igation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO K If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $\overline{X}$ If Yes, provide details for each such

#### CERTIFICATION

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

I, Br. An Rosenbeta 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 App: \ 20\_15

DOREEN R. PENNICA

NOTARY PUBLIC-STATE OF NEW YORK

No. 01PE6170832

Qualified in Nassau County

My Commission Expires July 23, 20

9

of submitting business

Reside 1

#### **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.

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 $\underline{X}$ 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
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 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.
business i to any pro	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect fessional license held? No X Yes; If Yes, provide details for each such
applicable and sewer detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water charges? No X Yes If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the e page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of a) plea	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, se 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

<ul> <li>Please describe any procedures your firm has, or would adopt, to assure the Cour a conflict of interest would not exist for your firm in the future.</li> </ul>	nty that
IN THE EVENT THAT A POSSIBLE CONFLICT ARISTS, I	**************************************
INFORM THE COUNTY OF THE POSSIBLE CONFLICT AND ALLOW THE CO	W 18 574 1
TO DETERMINE IF AN ACTUAL COMPLICT EXISTS.	<u></u> , 9
A. Include a resume or detailed description of the Proposer's professional qualifications, demons extensive experience in your profession. Any prior similar experiences, and the results of thes experiences, must be identified.	strating se
Should the proposer be other than an Individual, the Proposal MUST include:	
i) Date of formation; FEBRUARY 2009	)
<li>Name, addresses, and position of all persons having a financial interest in the compar including shareholders, members, general or limited partner;</li>	19,
iii) Name, address and position of all officers and directors of the company;	
iv) State of incorporation (if applicable); NV	
v) The number of employees in the firm; 1	•
vi) Annual revenue of firm; \$ 800.000 ATT	MCHED
vii) Summary of relevant accomplishments	
viii) Copies of all state and local licenses and permits.	
B. Indicate number of years in business. $9$	
C. Provide any other information which would be appropriate and helpful in determining the Prop capacity and reliability to perform these services.	oser's
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 work.	this
Company I IVE NATION	
Contact Person MARGARET HOLMES	
Address Address	
City/State	
Telephone	
Fax # N / A	
E-Mail Address η	

Company LIME NATION
Contact Person DASON STONE
Address
City/State NEW YORK, NU
Telephone
Fax # N / A
E-Mail Address
Company HUDSON CIVIC CENTER
Company HUDSON CIVIC CENTER  Contact Person PAUL LLOYD
Contact Person PAUL LLOYD
Contact Person PAUL LLGYD  Address
Contact Person PAUL LLGYD  Address  City/State

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.

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 the 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. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's fermer 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.
  - 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.
    - 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.

NII

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

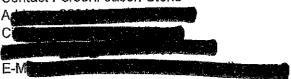
Contact Person: Margaret Holmes

Address

City/State: Westbury, NY

Tele

2. Company: Live Nation Contact Person: Jason Stone



3. Company: Hudson Civic Center Contact Person: Paul Lloyd



## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR WITH THIS QUESTIONNAIRE MAY RESULT IN REND NOT RESPONSIBLE WITH RESPECT TO THE PRESE MAY SUBJECT THE PERSON MAKING THE FALSE S	ERING THE SUBMITTING BUSINESS ENTITY INT BID OR FUTURE BIDS, AND, IN ADDITION,
items contained in the foregoing pages of this questionn I supplied full and complete answers to each item therei belief; that I will notify the County in writing of any chang submission of this questionnaire and before the execution supplied by me is true to the best of my knowledge, info will rely on the information supplied in this questionnaire with the submitting business entity.	n to the best of my knowledge, information and ge in circumstances occurring after the on the contract; and that all information rmation and belief. I understand that the County
Sworn to before me this May of Aprail	2018
Notary Public	DOREEN R. PENNICA  NOTARY PUBLIC-STATE OF NEW YORK  No. 01PE6170832  Qualified in Nassau County  My Commission Expires July 23, 201
Name of submitting business:	
By: Brigh Rosenbons  Print name	
8ignature	
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:
City, State and Zip Code: Ct/Code: Ct/C
2. Entity's Vendor Identification Number:
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held Corp\rac{1000000000000000000000000000000000000
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 Rosen berg
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 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

## 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
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.
31-12-12
Dated: 3 30 2018 Signed: 197
Print Name: Brian Rusenburg  Title: Dromo ter
Title: Promoter

#### 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 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. (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. <u>Term.</u> 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. <u>Payment.</u> (a) <u>Amount of Consideration</u>. 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. <u>Compliance with Law.</u> (a) <u>Generally.</u> 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. <u>Prohibition of Gifts</u>. 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. <u>Disclosure of Conflicts of Interest</u>. 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. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the 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: Sr. av foscusers  Title: president  Date: 4/3/18
NASSAU COUNTY
Ву:
Name:
Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

	YORK)	
COUNTY OF NA	) ss: SSAU)	
avorn did denose	and say that he or she resides in	the year 2018 before me personally y known, who, being by me duly the County of; and s executed the above instrument.
NOTARY	Menuec PUBLIC	DOREEN R. PENNICA NOTARY PUBLIC-STATE OF NEW YORK NO. 01PE6170832 Qualified in Nassau County My Commission Expires July 23, 20
STATE OF NEW COUNTY OF NA	)ss.:	
On the came sworn, did depose	day ofininto me personal and say that he or she resides in	the year 2018 before me personally ly known, who, being by me duly the County of; that
he or she is the Co	ounty Executive of the County o and which executed the above in	f Nassau, the municipal corporation strument; and that he or she signed his County Government Law of Nassau



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

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(les) 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 PHONE (516) 454-6364 FAX (A/C, No):(516) 454-6399 ROCKWELL GROUP LTD E-MAIL ADDRESS: mariosacc@aol.com 640 Fulton St #4 Farmingdale, NY 11735 NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INSURANCE COMPANY BRIAN ROSENBERG NY INC INSURED BRNY INSURER C: INSURER D: INSURER E: INSURER F: REVISION NUMBER: COVERAGES CERTIFICATE 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. ADDE SUBIR LIMITS TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 1,000,000 4/4/18 4/4/19 PERSONAL & ADV INJURY AZ11800312 Α X 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 PRODUCTS - COMP/OP AGG POLICY PRO: OTHER: OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANYAUTO SCHEDULED AUTOS NON-OWNED BODILY INJURY (Par accident) ALL OWNED AUTOS PROPERTY DAMAGE HIRED AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION: WORKERS COMPENSATION STATUTE | OTH AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CERMEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 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 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE COUNTY OF NASSAU THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1550 FRANKLIN AVENUE MINEOLA, NY 11501 HORMED REPRESENTATIVE

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#### COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 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:	И
Comptroller Approval Form     Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

1
Vendor
Contact Person: Brian
Rosenberg
Phone

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

# Routing Slip

Department	NIFS Entry: X	22-MAR-17 PABUFFOLINO
Department	NIFS Approval: X	02-MAY-17 LBARKER
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	03-MAY-17 RDALLEVA
ОМВ	NIFS Approval: X	G2-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, Bisenhower 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		
Fund:	GRT	
Control:	PK	
Resp:	gen1800	
Object;	de500	
Transaction:	109	
Project #;		
Detail:		

	RENEWAL
%	
Increase	
%	
Decrease	<u>,                                      </u>

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	\$ 0.00
Federal	\$ O.00
State	\$ O.00
Capital	\$0.00
Other	\$ 13,800.00
TOTAL	\$13,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 13,800.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
_	TOTAL	\$ 13,800.00

# NIFA Nassau County Interim Finance Authority

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

Vendor: Brian Rosenberg New York	lno.			
Dollar amount requiring NIFA appr	oval: \$1380	ס		
Amount to be encumbered: \$1380	00			
This is a Amendment				
dvisement - NIFA only needs to revie	w if it is incr	easing funds above	e the amount previously	y approved by NIFA
	t commenced	i? N		
lf yes, please explain:				
Funding Source:				
General Fund (GEN) Capital Improvement Fund (CAP) X Other .		Grant Fund (GRT)	Federal % 0 State % 0 County % 0	
• •		ct?	Y N	
the County Legislature approved th	e borrowing?		N/A	
s NIFA approved the borrowing for th	is contract?		N/A	
Provide a brief description (4 to 5 s	entences) c	of the item for whi	ch this approval is re	quested:
o relain, produce and manage the performance and Genessa and The Selene Experience at La	e of Tramps Like keside Theatre c	Us concert at Lakeside on July 31, 2017 from 8:	Theatre, Elsenhower Park, o 00pm-10:00pm	n July 3, 2017 from 8:00pm-10:00p
Has the Item requested herein follo	owed all pro	per procedures a	nd thereby approved	by the:
Nassau County Attorney as to form		Υ	,	
Nassau County Committee and/or Le	egislature	Not Applicable		
Date of approval(s) and citation to	the resoluti	ion where approv	al for this item was pi	ovided:
dentify all contracts (with dollar ar	nounts) with	ı this or an affilial	ed party within the pr	for 12 months:
ct ID	Date		Amount	~ <del></del>
	Dollar amount requiring NIFA approach Amount to be encumbered: \$1380. This is a Amendment ew contract \$ amount should be full dvisement NIFA only needs to review mendment \$ amount should be full Contract Term: 5/1/17-9/30/18  Has work or services on this contract If yes, please explain:  Funding Source:  General Fund (GEN)  Capital Improvement Fund (CAP)  X Other  The cash available for the full amount of the following in the county Legislature approved the SNIFA approved the borrowing for the Provide a brief description (4 to 5 second Genessa and The Selene Experience at Lathas the Item requested herein follows as a County Attorney as to form Nassau County Committee and/or Legislature approval(s) and citation to	Amount to be encumbered: \$13800  This is a Amendment  ew contract \$ amount should be full amount of cooling of the contract \$ amount should be full amount of an endoment \$ amount should be full amount of an encount of the contract Term: 5/1/17-9/30/18  Has work or services on this contract commenced if yes, please explain:  Funding Source:  General Fund (GEN)  Capital Improvement Fund (CAP)  X Other  The cash available for the full amount of the contract if not, will it require a future borrowing?  In the County Legislature approved the borrowing of this contract?  Provide a brief description (4 to 5 sentences) of the countract of the	Amount to be encumbered: \$13800  This is a Amendment ew contract \$ amount should be full amount of contract dvisement NiFA only needs to review if it is increasing funds above mendment \$ amount should be full amount of amendment only Contract Term: 5/1/17-9/30/18  Has work or services on this contract commenced? N  If yes, please explain: Funding Source:  General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) X Other  The cash available for the full amount of the contract? If not, will it require a future borrowing? If the County Legislature approved the borrowing? In the County Legislature approved the borrowing? In the County Legislature approved the borrowing? In the cash available for the full amount of the contract?  Provide a brief description (4 to 5 sentences) of the item for whith the or relain, produce and manage the performance of Tramps Like Us concent at Lakeside and Genessa and The Selens Experience at Lakeside Theatre on July 31, 2017 from 8:19  Has the item requested herein followed all proper procedures at 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 dentify all contracts (with dollar amounts) with this or an affiliate	Amount to be encumbered: \$13800  This is a Amendment ew contract - \$ amount should be full amount of contract divisement - NIFA only needs to review if it is increasing funds above the amount previously mendment - \$ amount should be full amount of amendment only  Contract Term: 5/1/17-9/30/18  Has work or services on this contract commenced? N  If yes, please explain:  Funding Source:  General Fund (GEN) Grant Fund (GRT)  Capital Improvement Fund (CAP) State % 0  County % 0  The cash available for the full amount of the contract? Y  If not, will it require a future berrowing? N  If he county Legislature approved the borrowing? N/A  Is NIFA approved the borrowing for this contract? N/A  Provide a brief description (4 to 5 sentences) of the item for which this approval is related to relating the performance of Tramps Like Us concert at Lakeside Theatire, Elsenhower Park, or and Genesses and The Selens Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm  Has the Item requested herein followed all proper procedures and thereby approved 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 put dentify all contracts (with dollar amounts) with this or an affiliated party within the procedure of approval(s) and citation to the resolution where approval for this Item was put dentify all contracts (with dollar amounts) with this or an affiliated party within the procedure of approval(s) and citation to the resolution where approval for this Item was put dentify all contracts (with dollar amounts) with this or an affiliated party within the procedure of approval (s) and citation to the resolution where approval for this Item was put dentify all contracts (with dollar amounts) with this or an affiliated party within the procedure of approval (s) and citation to the resolution where approval for this Item was put dentify all contracts (with dollar amounts) with this or an affiliated p

#### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in 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 deliberation s.

RDALLEVA

03-MAY-17

Authenticated User

<u>Date</u>

#### 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 pri ntouts 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 su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

bo:SW LT. LZ-9

## 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
Namen County Legislature
by Valce Veto on 6-5-17
William
Tagget 0 shateland 0 recessed 0
Legislators process: 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



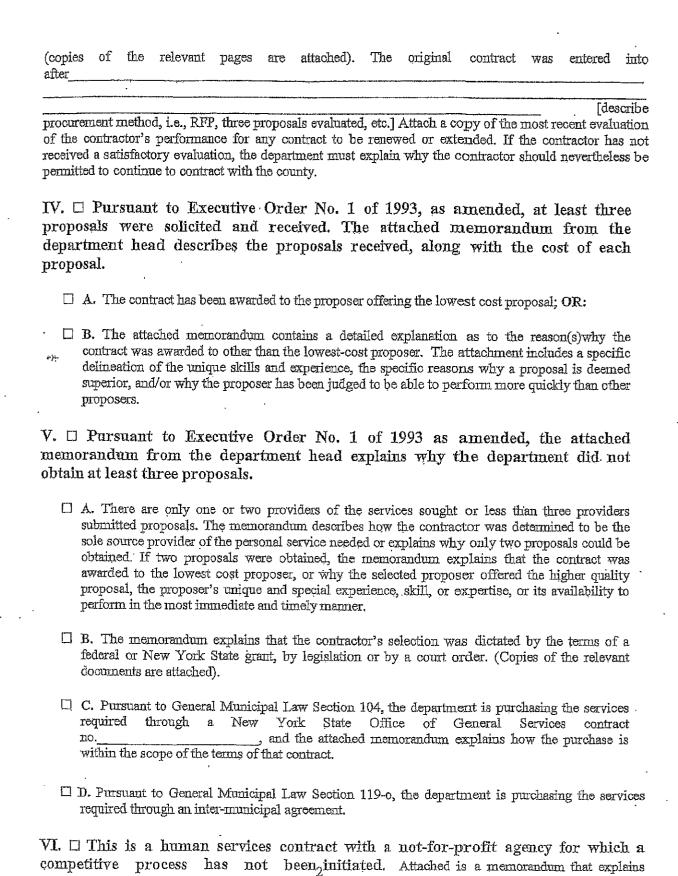
#### OFFICE OF THE COMPTROLLER 240 Old Country Road Mineola, New York 11501

# 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:			
FEDERAL TAX ID #:			
Instructions: Please check the appropriate box ("M") 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]. [#] of contract was awarded on [date]. [#] of contract was awarded on [date].			
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 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 small 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 both 13.12-9			
And the same of th			



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

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

IX. 

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

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

In addition, if this is a contract with an individual or with an entity that happyly 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

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

pursuant to the New York State Election ending on the date of this disclosure, or (I years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of the	ars of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County aller, the District Attorney, or any County 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.			
Dated: 2/23/17	Vendor: Brick Rosen berg Ny.  Signed: Print Name: Brich Rosen berg  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 1. Principal Name Brian Rosenberg Date of birth: 11/29/1964 Home address: City/state/zip: E Business address: City/state/zip Telephone: 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 / 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  $\underline{X}$  YES  $\underline{\hspace{0.3cm}}$  If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-forprofit 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  $\underline{X}$  YES  $\underline{\hspace{0.3cm}}$  If

Yes, provide details.

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:				
<ul> <li>a. Been debarred by any government agency from entering into contracts with that agency?</li> <li>NO X YES If Yes, provide details for each such instance.</li> <li>b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?</li> <li>NO X YES If Yes, provide details for each such instance.</li> <li>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?</li> <li>NO X YES If Yes, provide details for each such instance.</li> </ul>				
<ul> <li>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?</li> <li>NO X YES If Yes, provide details for each such instance.</li> </ul>				
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes' provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)				
a) Is there any felony charge pending against you?  NO X YES If Yes, provide details for each such charge.				
<ul> <li>b) Is there any misdemeanor charge pending against you?</li> <li>NO X YES If Yes, provide details for each such charge.</li> </ul>				
<ul> <li>is there any administrative charge pending against you?</li> <li>NO X YES If Yes, provide details for each such charge.</li> </ul>				
d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES If Yes, provide details for each such conviction.				
<ul> <li>e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?</li> <li>NO X YES If Yes, provide details for each such conviction.</li> </ul>				
<ul> <li>f) In the past 5 years, have you been found in violation of any administrative or statutory charges?</li> <li>NO X YES If Yes, provide details for each such occurrence.</li> </ul>				

#### APPENDIX D

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

#### 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 the this 22 day of	February 2016
Marka H Miraniba Notary Public - State of New York NO. 07Mi6063375	
Qualified in Nassau County  My Commission Expires 8/27/1/9  Natary 48/6-00	
Brian Rosenberg NY Name of submitting business	
Brian Rosenberg Print name	, gale-
President Title	•
2 / 23 / 2017 Date	1 0000
see attached	raw 2017 notary page

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# APPENDIX C Business History Form

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

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

QUESTIONS).
Date: February 23 <sup>rd</sup> . 2017
1) Proposer's Legal Name: <u>Brian Rosenberg</u>
2) Address of Place of Business: <u>32</u>
List all other business addresses used within last five years:
3) Malling Address (if different) <u>N/A</u> Property Does the business own or rent its facilities? <u>Rent</u>
4) Dun and Bradstreet number: <u>N/A</u>
5) Federal I.D. Number
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation X Other (Describe) _S-Corp
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 $\underline{\hspace{0.2cm}}$ No $\underline{\hspace{0.2cm}}$ 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

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 NoX_ 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 NoX 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 NoX 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 <u>X</u> Yes; If Yes, provide details for each such instance.

#### APPENDIX C

16) For the past (5) tax years, has this business falled to file any required tax returns or falled 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

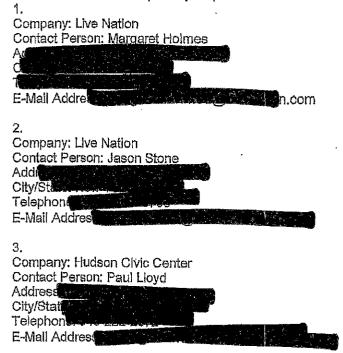
- A. Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg holds the sole officer in the company with two full time employees. BRNY locations all-in-one hospitality brand impact and marketing company, currently the leading firm of its kind on Long Island. 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 promotor 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 Ampitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Ampitheater 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 Klm 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.



Per Eileen Krieb:

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

#### APPENDIX C

### 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, <u>Brian Rosenberg</u> , being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each Item therein to the best of my
	knowledge, Information and belief; that I will notify the County in writing of any change in
	circumstances occurring after the submission of this questionnaire and before the execution of
	the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this
	questionnaire as additional inducement to enter into a contract with the submitting business
	entity.
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	Name of submitting business:
	By: Brian Rosenberg NY
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### COUNTY OF NASSAU

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

l::	Name of the Entity Blicky Rosen blog NU W.
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held Corp Other (specify)
or Jor sheets	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties and Ventures, and all members and officers of limited liability companies (attach additional sifnecessary):
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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.
More
hid, 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 Opea Space and Fanks Advisory Committee and Flanning 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 futies.
(a) Name, title, business address and telephone number of lobbyist(s):
- Munt

Page 3 of 4
(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.  **TIME**
(b) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
·
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor arthorized 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 securate.
and sociate.
Dated: 4/18/17 Signed: Blan Rosentag S Print Name: BRAN Rosentag
Print Name: BRAN Rokon Hara
Title: promoter

Page 4 of 4;

The term tobbying shall mean any attempt to influence: any defermination made by the Massati 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 defermination 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 of with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public motiles; 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 ficense or peamit 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 say determination made by an elected county official or an officer of amployee 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 formully 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

### 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. <u>Compliance with Law</u>. (a) <u>Generally</u>. 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. <u>Indemnification: Defense: Cooperation</u>. (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. <u>Insurance.</u> (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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 Nassan.

5.

- (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) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, 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. <u>Assignment: Amendment: Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "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. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By 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 DCB") 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The 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. <u>Streaming Video</u>. 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 Nassan 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. <u>Executory Clause</u>. 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

Warner Brian Cosonberra

Date: Harch 8, 2017

NASSAU COUNTY

Name: Division

Title: County Executive

Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) COUNTY OF NASSAU) in the year 2017 before me personally Rosenbergto-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. WOIC State of New York MO. 01MI6063315 Gualified in Nassau Col My Commission Expires STATE OF NEW YORK) COUNTY OF NASSAU) On the dd day of Tune in the year 2017 before me personally came Edward H. Ward to me personally known, who, being duly sworn, did depose and said that (s)he resides in \( \) C \( \) County; that (s)he is the 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

FRANCIS X. BECKER II.
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County 3019
Commission Expires February 18, 4599

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The ACORD name and togo are registered marks of ACORD

Contract ID#: OOP K 16000042

Department: Parks, Rec & Museums.

U-33-16 HOTEL/MOTEL TAX GRANT FUND

### **Contract Details**

SERVICE: Lakeside Theatre Concert

NIFS ID #: (C)PK 16000 42 NIFS Entry Date: 5 17 16 Term: April 30-July 18 2016

New	⊠ Renewal □	1) Mandated Prop	gram;		Yes No 🛛
Ame	endment 🔲	2) Comptroller A	pproval Form Attache	ed:	Yes No
Time	Extension	3) CSEA Agmt. §	32 Compliance Attac	ched:	Yes No No
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Blani RES	ket Resolution 🔲 5#	5) Insurance Requ	uired		Yes No 🗌
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	<b>3</b> 1	Brian Rosenber	rg	Administration Ble East Meadow, NY	dg., Eisenhower Park
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Contract ID#: COP KI 6080U12

### Department: Parks, Rec & Museums

Contract Summary

	Description: Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park					
Purpose: 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						
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Method of Procurement: Submitted proposal to	RFP PK0307-1605 issu	ed April 7, 2016.				
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The Taleside The Laborate		* , 4	127			
Procurement History: The Lakeside Theatre has late 1960s.	been providing quanty i	programming to the genera	l Nassau County public each sun	nmer since the		
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•			`			
Description of General Provisions: to retain, pro concert at Lakeside Theatre, Eisenhower Park, on	iduce and manage the pe July 1-2016 from 8:00m	rformance of Tramps Like	Us with an opening act of Randy	/ Jackson		
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Impact on Funding / Price Analysis: None-Hot	el/Motel Tax Grant Pr	ogram \$17,000.00				
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## RULES RESOLUTION NO. 192-2016

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 Voice on Color of VOTING:
ayes A Rayes O abstract 3 recused O
Logislators 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: N. V. 11530
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date].   [the sealed bids were publicly opened on sealed bids were received and opened.   [the 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 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

(copies of the relevant pages are attached). The original after	l contract was entered into
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a of the contractor's performance for any contract to be renewed or e received a satisfactory evaluation, the department must explain why the permitted to continue to contract with the county.	xtended. If the contractor has not
IV.   Pursuant to Executive Order No. 1 of 1993, as proposals were solicited and received. The attached department head describes the proposals received, alon proposal.	memorandum from the
$\square$ A. The contract has been awarded to the proposer offering the lo	west cost proposal; OR:
☐ B. The attached memorandum contains a detailed explanation contract was awarded to other than the lowest-cost proposer. The delineation of the unique skills and experience, the specific reasuperior, and/or why the proposer has been judged to be able to proposers.	e attachment includes a specific sons why a proposal is deemed
V.   ☐ Pursuant to Executive Order No. 1 of 1993 as memorandum from the department head explains why obtain at least three proposals.	amended, the attached the department did not
A. There are only one or two providers of the services soug submitted proposals. The memorandum describes how the control sole source provider of the personal service needed or explains we obtained. If two proposals were obtained, the memorandum awarded to the lowest cost proposer, or why the selected propproposal, the proposer's unique and special experience, skill, or perform in the most immediate and timely manner.	ractor was determined to be the why only two proposals could be explains that the contract was coser offered the higher quality
☐ B. The memorandum explains that the contractor's selection of federal or New York State grant, by legislation or by a court documents are attached).	was dictated by the terms of a order. (Copies of the relevant
C. Pursuant to General Municipal Law Section 104, the depart required through a New York State Office of no, and the attached memorandum within the scope of the terms of that contract.	General Services contract
☐ D. Pursuant to General Municipal Law Section 119-o, the depared in through an inter-municipal agreement.	artment is purchasing the services
VI.   This is a human services contract with a not-for competitive process has not been initiated. Attached	-profit agency for which a

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: Xa 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

Date

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

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

Exhibit A



### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or of years prior to the date of this disclosure a campaign committees of any of the follo committees of any candidates for any of	ters of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the twing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
None	
,	·
Vendor authorized as a signatory of the	be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.  that he/she has read and understood the foregoing ledge, true and accurate.
	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental remuneration.
Dated: 5/9/16	Vendor: British Rosen berg Ny Signed: Print Name: Brian Rosen berg

### 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 birtic  Home addres  City/state/zip  Business addres  City/state/z  Telephone:  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 _XYES 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.

 $\underline{\mathsf{NOTE}}.$  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

Provide a detailed response to all questions checked "YES", if you need more space.

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

<ul> <li>f) In the past 5 years, have you been found in violation of any administrative or statutory charges?</li> <li>NO X YES If Yes, provide details for each such occurrence.</li> </ul>
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-trus 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 responseto Question 5?  NO _XYES If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  NO X YES If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  NOXYES If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO _X YES If Yes, provide details for each such year.

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### CERTIFICATION

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

\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional Inducement to enter into a contract with the submitting business entity. Sworn to before me/this 2016 Notary Public - State of New York ( NO./01MI6063315 Qualifled in Nassau Co Notary, THI Commission Expires Brian Rosenberg NY Name of submitting business Brian Rosenberg

Print-name

President

9 / 2016

**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 "notapplicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING

QUESTIONS). Date: May 9th, 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: 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 X Other (Describe) S-Coro 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 forfelted, 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
	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.
i	b) Any misdemeanor charge pending? No <u>X</u> Yes <u>If Yes, provide details for each such charge.</u>
; ;	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.  i) 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
ļ	if5) 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. "Ne Conflict Exists

In the event that a possible conflict aciss, I inform the country of the possible conflict and allow the country to desermine 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 Soprancs 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 promotor 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 Ampitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Ampitheater 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.

Company: Live Nation Contact Person: Margaret Holmes Add City/Star Telept E-Mail
2.
Company: Live Nation
Contact Person; Jason Stone
Addres
City/State Telephone:
E-Mail Add
3.
Company: Hudson Civic Center
Contact Person: Paul Lloyd
City/Stat
Telephone:
E-Mail Addr
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#### CERTIFICATION

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

Sworn to before the Alia Mirately of Notary Public Submitting business:

By: Brian Rosenberg NY

Print name

President

Title

Date

# Page 1 of 3

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

1. Name of the Entity: <u>Brian Rosenberg NY</u> Address: <u>320 Endo Blvd. 2<sup>nd</sup> Floor</u> City, State and Zip Code: <u>Garden City. NY</u> 11530
2. Entity's Vendor Identification Number: Brian@BrianRosenbergNY.com
3. Type of Business:Public CorpPartnershipJoint VentureLtd. Liability CoClosely Held Corp _XINC :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 (attacadditional sheets if necessary):
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, pid, 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, egislators 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 heafficial duties.
a) Name, title, business address and telephone number of lobbyist(s):
Describe lobbying activity of each lobbyist. See below for a complete lescription of lobbying activities.
c) List whether and where the person/organization is registered as a lobbyist (e.g., lassau County, New York State):  Ione
*

## Page 2 of 3

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),

## 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. <u>Term.</u> 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) <u>Vouchers: Voucher Review, Approval and Audit.</u> All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting <u>Vouchers</u> 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 "<u>Comptroller</u>").
- (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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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. <u>Independent Contractor</u>. 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 "<u>Promoter Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 5. No Arrears or Default. 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.
- 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification: Defense: Cooperation</u>. (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 mans 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. <u>Insurance.</u> (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, 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

**Description of Operations:** 

The Certificate holder, Nassau County, is included as an Additional Insured

16 and Genessa and The Selena Experience,

## 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. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally

rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By 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. <u>Limitations on Actions and Special Proceedings Against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The 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, Mincola, 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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
- 20. <u>Streaming Video</u>. 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. <u>Executory Clause</u>. 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:

Title: County Executive

Deputy County Executive

Date:

7/ of the

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) COUNTY OF NASSAU) in the year 2016 before me personally oseu beny to/me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NOSSau; and that he or she signed his or ber name hereto and has executed the above instrument. Qualified in Nassau Co My Commission Expires STATE OF NEW YORK) COUNTY OF NASSAU ) in the year 2010 before me personally came Charks 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 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. 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)  elephone Number)
<ol><li>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.</li></ol>
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 day of May, 2016.

MARIA H MIDANDA

ota North Europe Control Nov Control

Nov Control Not Control

Ouglified in Nossau County

My Commission Expires \_ 8/27/

William No.	BRIAN ROSENBERG NY INC.
Syllians White House	DATE 5-9.16 210.894
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	one hundred sixty dollars & N9/100 Dollars 11 BELLE
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Farmingdale, NY 11735			·	(A/C, No. E E-MAIL ADDRESS:	maric	sacc@ac	J. com	<sub>j:</sub> (5.	16) 454-63
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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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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



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

Vendor Info:	
Name: Ed Moore Advertising Agency, Inc.	Vendor ID#:
Address:	Contact Person: Joe Kenny
	Phone:

Department:		
Contact Name: Eileen Krieb		
Address: Administration Bldg.		
Eisenhower Park		
East Meadow, NY 11554	200 1 200 1 200 4 30	3
Phone: 516-572-0272	F	- 14 - 14 - 14

# **Routing Slip**

	- 7
NIFS Entry: X	28-FEB-18 PABUFFOLINO
NIFS Approval: X	14-MAR-18 LBARKER
Capital Fund Approved:	
NIFA Approval: X	25-APR-18 APERSICH
NIFS Approval: X	25-APR-18 JDEVITO1
Insurance Verification: X	15-MAR-18 DGRIPPO
Approval to Form: X	14-MAR-18 DMCDERMOTT
Approval: X	01-JUN-18 BSCHNEIDER
	NIFS Approval: X Capital Fund Approved: NIFA Approval: X NIFS Approval: X Insurance Verification: X Approval to Form: X

Leg. Affairs	Approval/Review: X	02-MAY-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** 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.

Method of Procurement: RFP #PK0122-1801 issued January 22, 2018

Procurement History: RFP #PK0122-1801 issued January 22, 2018

**Description of General Provisions:** ¿ 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.

¿ 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.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ 100,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDGET CODES		
Fund:	grt	
Control:	pk	
Resp:	gen1800	
Object:	de500	
Transaction:	103	
Project #:		
Detail:	•	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 100,000.00
TOTAL	\$ 100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 100,000.00
		\$ 0.00
		\$ 0.00
·		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 100,000.00

# 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 fund If amendment - \$ amount should be full amount of amendment o	
3. Contract Term: 3/1/18-2/28/19  Has work or services on this contract commenced? N	<del></del>
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) Grant Fund Capital Improvement Fund (CAP) X Other	I (GRT) Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contract?  If not, will it require a future borrowing?	Y 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 websites, print, radio, television and internet advertising for those events requi	for purchasing multiple forms of media advertising, including but not limited to ring such promotional activities and strategies.
6. Has the item requested herein followed all proper proced	dures 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		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 Approv al 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 deliberation s.

**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.

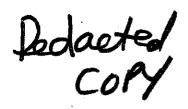
## RULES RESOLUTION NO. - 2018

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





OFFICE OF THE COMPTROLLER
240 Old Country Road

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:		
FEDERAL TAX ID #:		
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.		
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.		
II. A 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	s a FP
(copies of the relevant pages are attached). The original contract was entered in after	nto —
	_ be
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 received a satisfactory evaluation, the department must explain why the contractor should nevertheless permitted to continue to contract with the county.	on iot
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. $\square$ 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	

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

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

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

VII. 

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

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

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

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

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

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

Date

# 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?
lone
•
·
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: Jun    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 Toseph Kenny
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone V4
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each check all applicable)
San (	President/ _/ Treasurer/ _/
	Chairman of Board/_ / Shareholder/_ /
	Chief Exec. Officer/
	Chief Financial Officer / / Partner / /
₩.	Vice President 8/1/1776 /_/
/7 .	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES X 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 The 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? YESNOXII Yes, provide details.

	Sec	any governmental entity awarded any contracts to a business or organization listed in tion 5 in the past 3 years while you were a principal owner or officer? YES NO NO NO
	operation Provide	An affirmative answer is required below whether the sanction arose automatically, by on of law, or as a result of any action taken by a government agency.  -a detailed response to all questions checked "YES". If you need more space, photocopy ropriate page and attach it to the questionnaire.
<ol> <li>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</li> </ol>		
		a. Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
		<ul> <li>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.</li> </ul>
		c. Been dealed 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? YESNO If Yes, provide details for each such instance.
	ban the ban any initia que atta	re any of the businesses or organizations listed in response to Question 5 filed a kruptcy petition and/or been the subject of involuntary bankruptcy proceedings during past 7 years, and/or for any portion of the last 7 year period, been in a state of kruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ated? If 'Yes', provide details for each such instance. (Provide a detailed response to all stions checked "YES". If you need more space, photocopy the appropriate page and ch it to the questionnaire.)
		<ul> <li>a) Is there any felony charge pending against you? YESNO If Yes, provide details for each such charge.</li> </ul>
		b) Is there any misdemeanor charge pending against you? YESNO 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)	misdemeanor? YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such
		occurrence.
9,	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and-local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in see to Question 5 had any senction imposed as a result of judicial or administrative adlings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X If Yes, provide details for each such

	CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
	the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
	The state of the s
	Sworn to before me this 17 day of May 2017
	Notary Public September 15, 2014
g get a get a get a get a get a get a get a get a get a get a get a get a get a get a get a get a get a get a	Ed Moure Advertising Agency, Fuc.  Name of submitting business  Joseph Kenny  Print name,  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 lnk, 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
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	Olty/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 7 / 1 / 1979 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. 50 76
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; If Yes, provide details.

O.	Sectio	n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
op: Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YESNO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO
	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.	benkru the pa bankru any su initiate questi attach	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ich business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		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.

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

#### CERTIFICATION

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

1. Folker (U) Your, being duly swom, 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 /6 day of many 2018 .

Notary Public

Ed Noura Advatising Anguay. For

Name of submitting business

Edware Moore

Print name

Signature

THE

Date

LOIS E BURCH
Notary Public - State of New York
NO. 018U6289740
Qualified in Nassau County 283

My Commission Expires Sep 30, 2017 7

### 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
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es) (Nonc)
	City/state/zip VA 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 XX// 9/1/1986/_/  (Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES X NO If Yes, provide details. 25 \$76
1.	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.
õ,	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? YESNO If Yes, provide details.

Seci	any governmental entity awarded any contracts to a business or organization listed in ion 5 in the past 3 years while you were a principal owner or officer? YESNO 🔀 is, provide details.
operatio Provide	An affirmative answer is required below whether the sanction arose automatically, by n of law, or as a result of any action taken by a government agency.  a detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
	e past (5) years, have you and/or any affiliated businesses or not-for-profit nizations listed in Section 5 in which you have been a principal owner or officer:
É	a. Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
k	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.
(	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
(	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.
bani the ; bani any initia que:	any of the businesses or organizations listed in response to Question 5 filed a cruptcy petition and/or been the subject of involuntary bankruptcy proceedings during past 7 years, and/or for any portion of the last 7 year period, been in a state of cruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever lated? If 'Yes', provide details for each such instance. (Provide a detailed response to all stions checked "YES". If you need more space, photocopy the appropriate page and the it to the questionnaire.)
:	a) Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
***	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.
ť	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? YESNO If Yes, provide details for each such conviction.

	6)	misdemeanor? YES NO If Yes, provide details for each such conviction.
		110 110 _Z 11 168, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, invest subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10	listed anti-tr includ princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO Figure 18 Yes; provide details for each such tegation.
11	respoi	past 5 years, have you or this business, or any other affiliated business listed in nese to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance,
12	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

ł	~	 r.	T	<b>F</b>	10:	Δ,	71	O	N	

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 kennul, 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. Lunderstand 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

Ed Moure Advertising Geney, Fre

Name of submitting business

Christine Kenny

Print name

Signature /

Title

5116118

Date

LOIS E BURCH Notary Public - State of New York NO. D1BU6289740

Qualified in Nassau County My Commission Expires Sep 30, 28

#### **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.

	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING JESTIONS).
Da	te: 2/1/18
1)	Proposer's Legal Name: Ed Moore Advertuing Agency, Inc
	Address of Place of Business:
Lis	t all other business addresses used within last five years: (None)
	Mailing Address (if different): (Same)
Ph	one: 631-667-5525
Do	es the business own or rent its facilities? Oww
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 NoX If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No X If Yes, please provide details:

9)	oes this business have one or more affiliates, and/or is it a subsidiary of, or controlled-by, ny other business? Yes No X If Yes, provide details
10)	las the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassa county or any other government entity terminated? Yes No If Yes, state the ame of bonding agency, (if a bond), date, amount of bond and reason for such cancellation r forfeiture: or details regarding the termination (if a contract).
11)	las the proposer, during the past seven years, been declared bankrupt? Yes No X Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	if the past five years, has this business and/or any of its owners and/or officers and/or any filiated business, been the subject of a criminal investigation and/or a civil anti-trust westigation by any federal, state or local prosecuting or investigative agency? And/or, in he past 5 years, have any owner and/or officer of any affiliated business been the subject criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency, where such investigation was related to activities erformed at, for, or on behalf of an affiliated business.  If Yes, provide details for each such investigation.
	the past 5 years, has this business and/or any of its owners and/or officers and/or any filiated business been the subject of an investigation by any government agency, including the not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, as any owner and/or officer of an affiliated business been the subject of an investigation but government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliated usiness. Yes No If Yes, provide details for each such investigation
	as any current or former director, owner or officer or managerial employee of this businessed, either before or during such person's employment, or since such employment if the narges portained to events that allegedly occurred during the time of employment by the abmitting 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 X If Yes, provide detail 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
business respect to	est (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No \(\sum_{\text{c}}\); If Yes, provide details for hinstance.
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or falled to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X If Yes, provide details for each a Provide a detailed response to all questions checked 'YES'. If you πeed more notocopy the appropriate page and attach it to the questionnaire
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
r) Conflict o a) con	Interest: Please disclose any conflicts of interest as outlined below, NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists.
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe 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 we contrict arcs, 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:

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

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 Adventure and

Contact Person Strve Gentile

Address Gity/State

Telephone

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

E-Mail Address

-Company	Dublin Deck
Contact Person	Mark Miller
Address	
City/State	
Telephone	
Fax #	
E-Mail Address	
Company	San Giuseppe Wines
Company	San Gouseppe Wines Frank Gentile
• • • • • • • • • • • • • • • • • • • •	p- 1 / 11
Contact Porson	San biuseppe Wines Frank Gentile
Contact Person	San biuseppe Wines Frank Gentile
Contact PersonAddressCity/State	

# **Attachment**

- 1. Date of Formation: 1974
- 3 Shareholders
   Joseph Kenny,
   Christine Kenny
   Edward Moore,
- 3. 3 Officers of Company

Joseph Kenny, 1 Christine Kenny Edward Moore,

- 4. Incorporated in New York
- 5. 3 Full Time Employees
- 6. Gross Annual Revenue \$2,100,000
- 7. Releveant 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, H20, Tellers, Monsoon, Black Forest, Verace
- 8. Licensed to do Business in all 50 States (no Specific State Licensec or permits)

#### CERTIFICATION

CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
the 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 beltef; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 15+ day of May 2018
Notary Public Scotember 17, 212,
Name of submitting business: Ed Moore Advertising Agency Inc
By: Joseph Kenny  Signature  V. P.
Title  5 / / / / 8  Date

# 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, H20, 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, Maliblue)
- 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

17010 DOMESTIC TO THE STATE OF

Joseph R Kenny Vice President

CC# 00 F F 4 01 F 1

Christine A. Kenny Vice President DOR 11.04 (5) SSW 107 (0.0001) 10 Villeys Drive Wes

/01 /07 /2/7

# 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, capicity 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 Additional

# 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 coordinate 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, Flynns, Maliblue, 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

Carltun on the Park

Paramount McFaddens Revolution Gossip

Suffolk Theatre

Schafers Mixx Refuge

Lilly Flanagans

Dublin Deck Emporium

Napper Tandys Milleridge Inn Chelsea Mansion

Nutty 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 Flynns

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 Gluseppe Wines

Boening Bros Beer Distributor

Gold Coast Bank
Patchogue C of C
Napoli Marble
Allstar Bartending
Proporty Tay Podus

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

/	
. Name of the Britity: Ed Moore Advert.	sing Agency, Inc
Address:	
City, State and Zip Code:	
. Entity's Vendor Identification Number:	
. Type of Business:Public CorpPartners	hipJoint Venture
∠ Ltd. Liability CoClosely Held Corp	Other (specify)
List names and addresses of all principals; that is, all Directors or comparable body, all partners and limited partner of Joint Ventures, and all members and officers of limited liable heets if necessary):	ers, all corporate officers, all parties
President Edward V. Moore	11
U.P Joseph R Kenny	
U.P. Chartere A. Kenny mill	,
	7
	,
5. List names and addresses of all shareholders, membes shareholder is not an individual, list the individual sharehold held Corporation include a copy of the 10K in lieu of complete the	lers/partners/members. If a Publiciv
Educad V Moore 50%	
Joseph R Kanny 25%	
Chartma A Kenny 25%	
{	

age 2 of 4	
····	
<u></u>	
<ol> <li>above (if subsidiary c</li> <li>be updated t</li> </ol>	all affiliated and related companies and their relationship to the firm entered on line none, enter "None"). Attach a separate disclosure form for each affiliated or ompany that may take part in the performance of this contract. Such disclosure shall to include affiliated or subsidiary companies not previously disclosed that participate mance of the contract.
/	Vone
bid, post-bic employed or its agencies, limited to th matters inclured property the term is demployee, contains or her of	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, i.e.c.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before - Nassau County, boards, commissions, department heads, legislators or committees, including but not e Open Space and Parks Advisory Committee and Planning Commission. Such ade, but are not limited to, requests for proposals, development or improvement of a subject to County regulation, procurements, or to otherwise engage in lobbying as defined herein. The term "lobbyist" does not include any officer, director, trustee, counsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.
(a)	Name, title, business address and telephone number of lobbyist(s):
	None

Page 3 of 4		
(b) description	Describe lobbying activities.	ity of each lobbyist. See page 4 of 4 for a complete
	None	
	8.	
<del></del>		•
t	Min.	
N		
(c) Nassau Cour	nty, New York State):	the person/organization is registered as a lobbyist (e.g.,
	None	
,		
		2
contractor or The undersig	IFICATION: This section: Vendor authorized as a sig	must be signed by a principal of the consultant, matory of the firm for the purpose of executing Contracts, that he/she has read and understood the foregoing
Dated:	2-1-18	Signed: 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 "County").

#### 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. <u>Term.</u> 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. <u>Program</u>. 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. 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) <u>Vouchers: Voucher Review, Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting <u>Vouchers</u> 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) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the 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. <u>Compliance With Law</u>. (a) <u>Generally</u>. 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification: Defense: Cooperation.</u> (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 gerality 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. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- 11. <u>Limitations on Actions and Special Proceedings Against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 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 | Jack | R | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/

## NASSAU COUNTY

Name:	
Title:_	County Executive
(or) _	Chief Deputy County Executive
(or)	Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the 23 day of Februar in the year 2016 before me personally came Seeph 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 Sufference it that he or she is the of the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.  DARRYL JONES  Notary Public, State of New York  Chained in Suffelk County  Reg. No. 01/06/130226  My Commission Expires Suffel Su
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On theday of in the year before me personally came to me personally known, who, being duly sworn, did depose and
said that (s)he resides inCounty; that (s)he is the County Executive
orChief Deputy County Executive orDeputy 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.

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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. <u>Similar</u> 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 1/4 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 7/13Eisenhower 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 1/4 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 1/4 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 1/4 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 1/4 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 1/4 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 1/4 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 1/4 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

42nd 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 / Tayor Dane CBS 8/13 Eisenhower 7pm

Sunday: Movies Nickerson Beach 8/14 Joureny 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 1/4 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 \( \frac{1}{2} \) 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 ½ 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/

Vicory 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 1/4 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

119th Civil War Encampent 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 1/4 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 1/4 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 1/4 Page Color (OBVR LI Fair)

\$1015 CT Papers (5) 1/4 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 1/4 Page All Nassau/Queen Fri 10/7 (Oktoberfest)

\$503 Newsday ½ 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 1/4 Page All Nassau/Queen Friday 10/14 for (OBVR Baseball & Battle)
- \$2012 Newsday ¼ Page All Full Run Sun 10/16 Main Section (OBVR Hallowen)
- \$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 1/4 Page Regional Fri 10/21 (north Suffolk ZS1) (OBVR Halloween)
- \$2012 Newsday ¼ Page All Full Run Sun 10/23 Main Section (OBVR Hallowen)
- \$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 4 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 1/4 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 1/4 Page All Nassau/Queen Wed 11/23 for (Holiday Spectacular)
- \$1006 Newsday 1/4 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 1/4 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)	
	(Address)	
	one Number)	
2,	The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living William, and with all applicable federal, state and local laws.	age
3.	In the past five years, Proposer/Bidder has has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages benefits, labor relations, or occupational safety and health. If a violation has been assessed be Proposer/Bidder, describe below:	or y the
	4	
4.	In the past five years, an administrative proceeding, investigation, or government body-initiated 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 relation occupational safety and health. If such a proceeding, action, or investigation has been commendescribe below:	ons or

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. 7-3
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 the date stated below.  Dated  Signature of Chief Executive Officer
Edward V Moore
Name of Chief Executive Officer
Sworn to before me this
day of telephone, 2018 CARRYL L. JONES  NO TO FLORIDA STATE OF NEW YORK  AND STORY FLORIDA CO. May
Notary Public Regulation Empires Assets Commenced Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Empires Property Public Regulation Public Regulation Empires Property Public Regulation Empires Property Public Regulation Public Regulat

Notary Public

Scotambus 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 Womenowned 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.
- (1) 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(les) 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 One-Group NY, Inc - Onelda 706 N Clinton Street Syracuse NY 13204					CONTACT Rachelle Keator PHONE (A/C, No, Ext): 315-413-4420 E-MAIL ADDRESs: rkeator@onegroup.com					
						INSURER(S) AFFORDING COVERAGE				NAIC#
					INSURE	RA: Sentinel	Insurance Co	mpany		11000
INSURED EDMOO						INSURER B:				
Ed Moore Advertising Agency, Inc. 10 Village Drive West					INSURER C:					
Huntington Station NY 11746						INBURER D :				
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						R.F.				
COVERAGES CERTIFICATE NUMBER: 1527048444 REVISION NU						REVISION NUMBER:				
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POLICY NUMBER: 01 SBM AZ1686



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

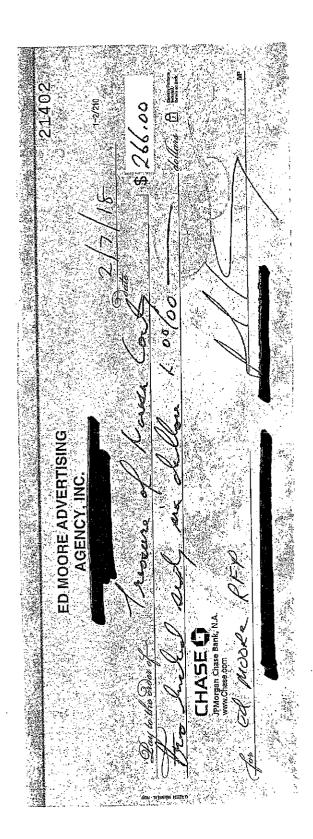
ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

COUNTY OF NASSAU
1550 FRANKLIN AVE.
MINEOLA NY 11501

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

Process Date: 02/15/18 Expiration Date: 05/01/19



P



# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 www.nassaucountyny.gov\parks

# Inter-Departmental Memo

TO:

Robert Cleary

FROM:

Eileen Krieb

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

1-27-18

Subject: Expansion and Support for Key Case Management (RQIT18000050)	
Department:	- 1
Office of Purchasing	
Department Head Name: Robert Cleary	
Department Head Signature	
	Ì

Vendor Na	ne: Infosys Internation	al, Inc.
Contract N	umber: A-27-2018	

Prop	osed Le	gislative Act	ion	
То	Date	Approval	Info	Other
 Assgn			<u>.</u>	-
 Assgn Comm				
 Rules Comm				
Full Leg				

	Interna	l Approvals	
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6.45	
10 5 3 W 1 40	Budget	WALL STORY	Gunty Atty.
	Deputy C.E.	-Hww	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.

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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, <u>INFOSYS</u>

<u>INTERNATIONAL</u>, <u>INC</u>., 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 <u>INFOSYS INTERNATIONAL</u>,

INC. SIMEV DE AMERICA



# COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

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
NOIV =
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:

Page 2	2 of 4
	NONE
<del>,</del>	IN DIVE
4.	Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for
each a	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
э.	The name of persons, organizations of governmental entitles be a few years of persons of
	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 a 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 Exercises and County Clerk, the Comptroller, the District Attorney, or any County Legislator?

any of the following Nassau County electer Comptroller, the District Attorney, or any	County Legislator	
NOT APPLICABLE / NO		
I understand that copies of this for Technology ("IT") to be posted on the Country		the Nassau Januty Department of Information
I also understand that upon termin notice to the County Attorney within thirty	nation of retainer, (30) days of termi	employates, or designation I must give written nation.
VERIFICATION: The undersigned affirms foregoing statements and they are, to his/he	and so swears tha er knowledge, true	t he/she has a rad and understood the and accurate.
The undersigned further certifies and affirm were made freely and without duress, threat	ns that the contribut t or any promise o	ntion(s) to the stampaign committees listed above f a govern (see the standard or in exchange for any
benefit or remuneration.		
Dated: 2/16/18	Signed:	
	Print Name:	RAT MENTA
	Title:	CEO

### PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name RAT MEHTA
	Date of birth
	Home address 321 Stony Town RD
	City/state/zipMANHASSET_NY 11030
	Business address
	City/state/zip PLAINVIAU NY 11803
	Telephone 5/6 - 576 - 9494
	Other present address(es)
	City/state/zip
	l elephone
	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 / /  Chairman of Board 5 /1 /90 Shareholder 5 /1 /90  Chief Exec. Officer 5 /1 /90 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. IDDY. SHAREHOLDER
4,	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
<b>5</b> .	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 $\times$ NO If Yes, provide details. PRESIDENT _ RBM TECH CENTER INC.

6.	OUGUL	any governmental entity awarded any contracts to a business or organization listed in ion 5 in the past 3 years while you were a principal owner or officer? YES NO 📉 NO
Pi	rovide :	An affirmative answer is required below whether the sanction arose automatically, by not not law, or as a result of any action taken by a government agency. If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	In the organ	e past (5) years, have you and/or any affiliated businesses or not-for-profit nizations listed in Section 5 in which you have been a principal owner or officer:
	а	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 _K 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 X If Yes, provide details for each such instance.
3.	the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO 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 _K If Yes, provide details for each such conviction.
	. <b>f)</b>	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,	-investi subjection for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO X If Yes, provide details for each such gation.
10	anti-tru Includir	tion to the information provided, in the past 5 years has any business or organization is response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such gation.
11	proceed	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
12	. For the applical to wate year.	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO X If Yes, provide details for each such

#### **CERTIFICATION**

RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public
Name of submitting business: INFOSYS INTERNATIONAL INC.  By:
Date

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT

#### **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.

QL QL	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING JESTIONS).
Da	ite: 2/16/18
1)	Proposer's Legal Name: INFOSYS INTERNATIONAL, INC.
2)	Address of Place of Business: PLAINVIEW, NY 11803
Lls	t all other business addresses used within last five years;
3)	Mailing Address (if different):
	one: <u>\$16-576-9494</u>
Do	es the business own or rent its facilities? <u>OWN</u>
4)	Dun and Bradstreet number: 6117-64069
5)	Federal I.D. Number: 113013325
6)	The proposer is a (check one): Sole Proprletorship Partnership X  Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No _K If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No X If Yes, please provide details:
	the state of the s

8)	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 NoX 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
	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
;   	n 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 out 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
C	tas any current or former director, owner or officer or managerial employee of this business ad, either before or during such person's employment, or since such employment if the harges pertained to events that allegedly occurred during the time of employment by the ubmitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes NoX If Yes, provide details for
	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? YesNo_X

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* ** ** * * * * *	:	the support of the su	
	* ************************************	d) In the past 5 years, been convicted, after trial or by plea, of a misclemeanor? 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 X If Yes, provide details for each such occurrence.	
•		14-14-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
	bualness l respect to	ot (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license hold? Yes No 🔀 : If Yes, provide details for a instance.	
	pay any a limited to v such year	ast (6) tax years, has this business falled to life any required tax returns or falled to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _\(\frac{\times}{\times}\) If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire	
	Provide a deta photocopy the	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.	
	17) Confilot of a) conf	Interest: Please disclose any confilets of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  NO CONFLICT BXISES	
		(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.  AD. 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,	
	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,  OF INTEREST OF QUESTION OF A CONFLICT OF INTEREST RISA  OUR POLICY IS TO CONFACT COUNTY ATTORNEY FOR B  DETERMINATION.	onflict <sup>S</sup> ,
		Rev. 3-2016	

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Α.	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:
	l) Date of formation;
	ll) 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: ATTACHMENT
	(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.
В.	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 CIERRE BERNARD
	Address 333 W. 34" ST, NEW YORK, NY 10003
	Clty/State
	Telephone 646-376-0444
	Fax#
	E-Mall Address DBGRNARD ( TTA 656 . ORL.

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Company ULSTER COUNTY
Contact Person ROBERT SUDLOW
Address 244 FN/R ST
City/State <u>KINASTON</u> , NY 12402
Telephone
Fax #
E-Mail Address RSUDIOW @ CO. ULSTER.NY. US
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Company FASTER BOCES
Company <u>EASTER BOCES</u>
Company FASTER BOCES  Contact Person CAROL BROWN
Company <u>FASTER BOCES</u> Contact Person <u>CAROL BROWN</u> Address <u>350 MARTHA AUF</u>
Company FASTER BOCES  Contact Person CAROL BROWN  Address 350 MARTHA AUF  City/State BELLPORT, NY 117-13
Company <u>FASTER BOCES</u> Contact Person <u>CAROL BROWN</u> Address <u>350 MARTHA AUF</u>

#### **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

# an productions

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Infesys International, Inc. |Headquarters.in |Riainview, New York

Infosy International June
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FOSYS ERNATIONAL A Results Oriented Company

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
- 4 Mobile Applications
- Enterprise Software Implementation (SAP, PeopleSoft)
- Database & Network Management
- Web-Based Solutions/Drupal CMS
- IT Staffing Full Time/Consulting









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

- 2014 Top LISTnet Software Award Infosys Eyes Mobile App 2011 Top Ten Aslan 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



@ 2015 Infosys International, inc.

## THE RIATIONAL A Results Oriented Company

### lintosys Indelmational— over 31 years

Since 1986, Infosys International, Inc. has built a solid reputation as a business and information technology consulting company, serving federal, state and local government agencies, as well as commercial companies, educational institutions and non-profit organizations. We provide business and information technology consulting, application development, systems integration and network management services and web-based software products as a 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.

#### Econologi

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:

- Date Analytics Population Health Management
- Remote System and Patient
   Monitoring
- 3) EMR and EHR
- 4) Mobile App Development
- 5) Peoplesoft implementation since 1996

#### Steps in Providing These Services

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

PUBLIC SERVICE - "INTERVIEWS THAT MATTER" youtube.com/infosysinternational

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

The show includes both stelle 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 (Westonieter), Ed Mangano (Nassau), and Richard Schäffer, Suffolk Demogratic 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 Nul-lealth System, and Stanley Bergman, CEO of one of the area's largest corporations, Henry Schein.

Infosys Infernational, Inc.
Terminal Drive, Plainview, NY 11803
Phone: (800) 941-1401 Ext. 3308 Fax: (516) 576-9499
sales@infosysInternational.com
www.infosysInternational.com

#### Oustomers

Our clients include Fortune 50), public and provide industries as well as government and moster-profit organizations.

State Government

Local Government

Jurie Committe

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#### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
I, <u>RAT MEHTA</u> , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 16 day of FEB  20 10 N EXPLOSION COUNTY PUBLIC 800 ATE OF NEW MATE OF NEW MATERIAL ATE OF NEW MATERIAL
Name of submitting business: /NFOSTS /NTERMISTIONAL INC.
By: RAJ MANTA  Print name  Signature
Title
2 , 16 , 18 Date

#### COUNTY OF NASSAU

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

1. Name of the Entity;	INFOSYS INTERNATI	ONAL, INC.
Address:	110 TERMINAL Plainview, ny	13803
City, State and Zlp Code	,	
	floation Number: EIN:	
3. Type of Business:	Public CorpPartnership	_Joint Venture
Ltd. Liability Co	Closely Held Corp	Other (specify)
4. List names and address Directors or comparable	ses of all principals; that is, all ind body, all partners and limited part	
	RAT MEHTA	
	21 STONYTOWN RD	
	HANHASSET, NY 1103	
anarenoidel is not su mail	es of all shareholders, members, o vidual, list the individual sharehol a copy of the 10K in lieu of comp	ders/nartners/members, If a Publish,
	RAS MENTA	
32	1 STONYTOWN RP	
M	ANHOSSET, NY 11030	

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e dan kabupat sasatan basar a	Fage 2 of 4	* ** ** ** ** ** ** ** ** ** ** ** ** *
		31 40 10 10 10 10 10 10 10 10 10 10 10 10 10
	6. List all affiliated and related companies and their relationship to the firm entered on line	- <del> </del>
	I. 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 STONY TOWN RD	
	MANHASSET, NY 11030	1
,	CTHEY DO NOT PARTICIPATE)	
	because at all the first of the second secon	-
	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 no 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	need,
•		· ·
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		रन(

Rey. 3-23-2016

	NONE	
		<del></del>
		-
		-
(c) List whether and New York State):	where the person/organization is registered as a lobbyist (e.g., N	assau Count
	NONE	-
8. VERIFICATION: This		
	section must be signed by a principal of the consultant, contracto firm for the purpose of executing Contracts.	r or vendor
The undersigned affirms and so are, to his/her knowledge, true a	swears that he/she has read and understood the foregoing statem nd accurate.	ents and the
Dated: 2 16 18	Signed: Print Name: RAJ MEHTA	_
	Title: CEO	

Page 4 of 4

with the contract of

The leim lobbying shall mean any attempt to influence: any determination riside 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 held, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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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

Pürchase Order No.	Customer ID	Salespe	rson ID	Terms	Involce
	CIT			1%-Net 15 / Net 3	
Description		: UOM	Quantity	Unit Price	Amount
Senior Analyst/Programn Manoj Patel George Gonsalves -Total number of hours w	ner-Level 6(GSA): vill be calculated based on the PO	Hour : Hour	1.00 1.00	1 \ .	1 3
161.00 x3010 = PH	5 hours 84,610 %				
				Subtotal Misc	\$322.00 \$0.00 \$0.00
				Jax Frieght	\$0.0
				Trade Discount	\$0.0
				Total	\$322.0

#### REQUISITION

RQIT18000050 05/APR/2018

VENDOR:

REQUISITIONER:

INFOSYS INTERNATIONAL INC.

IT DEPARTMENT OF INFORMATION TECH

110 TERMINAL DRIVE

240 OLD COUNTRY ROAD

6TH FLOOR

PLAINVIEW

NY 11803

MINEOLA NY 11501

S.BARNETT/MARY MAHONEY(1-3159)

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

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

ITEM DESCRIPTION

QTY U/M UNIT COST

TOTAL 161.0000

484,610.00

PROGRAMMING SERVICES, COMPUTER

920-40

3,010.00 EA

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



#### **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 <a href="http://www.fss.gsa.gov/">http://www.fss.gsa.gov/</a>

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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! TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! TM and the Federal Acquisition Service Home Page (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.

#### 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.

#### DISCOUNTS:

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

- a. Prompt Payment: 1% 15 days
- b. Ouantity: 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 (1) 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/.

#### 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 <a href="http://www.core.gov">http://www.core.gov</a>.

#### 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

#### 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 PROGUREMENT 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

Fax: 516-576-9499



## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

	he administrative costs of	acquiring commercial ite	d ( <u>Contractor</u> ) enter into a cooperations from the General Services	ve
	cuments, solicitations and	the evaluation of offers.	costs such as: search for sources; th Teaming Arrangements are permittegulation (FAR) 9.6.	
			nating the need for repetitive, indivi- nechanism for the ordering activity to	
Signatures				
Ordering Activity	 Date	Contractor	Date	



RPA	NUMBER	
$\mathbf{D}\mathbf{I}\mathbf{A}$	NUMBER	

#### (CUSTOMER NAME)

#### BLANKET PURCHASE AGREEMENT

Pursu: Contractivit		SA Federal Supply Schedule Contract Num ees to the following terms of a Blanket Pu	nber(s), Blanket Purchase Agreements, the rchase Agreement (BPA) EXCLUSIVELY WITH (ordering
(1) terms	The fo	ollowing contract items can be ordered un litions of the contract, except as noted bel	der this BPA. All orders placed against this BPA are subject to the ow:
	MOD	EL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
(2)	Delive		
	DEST	TINATION	DELIVERY SCHEDULES / DATES
(3) be			parantee, that the volume of purchases through this agreement will
(4)	This I	BPA does not obligate any funds.	
(5)		• •	t the end of the contract period, whichever is earlier.
(6)		ollowing office(s) is hereby authorized to	
	OFFI	CE	POINT OF CONTACT
(7)		rs will be placed against this BPA via Elec	etronic Data Interchange (EDI), FAX, or paper.
(8) that m		s otherwise agreed to, all deliveries under ain the following information as a minimu	this BPA must be accompanied by delivery tickets or sales slips im:
	(a)	Name of Contractor;	
	(b)	Contract Number;	
	(c)	BPA Number;	
	(d)	Model Number or National Stock Nur	nber (NSN);
	(e)	Purchase Order Number;	
	(f)	Date of Purchase;	



- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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



March 18, 2016

#### SIN 132-51 LABOR CATEGORY DESCRIPTIONS

#### SENIOR PROJECT MANAGER -

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

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

Range of Experience	In Years	in a di mantanta da ang managa ang managa ang managa ang managa ang managa ang managa ang managa ang managa an Tangga managa ang mga mga mga mga mga mga mga mga mga mg	en en en en en en en en en en en en en e
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
1	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	September 1994 - Proposition of the Comment of the	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
i	5	0	80.00
11	7	1	100.00
	9	2	115.00
١٧	10	3	120.00
V	12	4	151.00
VI	15	5	166.00

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

#### Specific Senior Analyst/Programmer Requirements -



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

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

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

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

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



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

#### 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(\$)
	3	0	65.00
11	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.

#### 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



Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	100.00
II	7	1	120.00
161	9	2	135.00
IV	10+	3	145.00

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

#### Specific Senior Network Engineer Requirements –

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

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

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

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



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

#### **NETWORK ENGINEER -**

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

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

Range of Experience	In Years	gal demander i desemble de la fra La composición de la	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
1	3	0	75.00
11	5	1.	90.00
111	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(\$)



1	3	0	70.00
11	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.

Range of Experience	In Years			
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)	
1	1	0	15.00	
II	2	1	25.00	
111	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, keyto-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(\$)
1	5	3	126.00
11	8	4	156.00
[1]	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.

## 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 JACK MARTIN 2,000/-
FRIENDS OF TONY SANTINO 2,000  -
FRIENDS OF LAURA GILAN 1,000/-
FRIENDS OF LAURA AILAN 1,000/-  FRIENDS OF NASRIN AHMED 150/-  FRIENDS OF ED. MANGANO 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 tatements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees dentified above were made freely and without duress, threat or any promise of a governmental enefit or in exchange for any benefit or remuneration.
Vendor: INFOSTS INTERNATIONAL INE  Dated: 2/16/18 Signed:
Print Name:
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) QUOTAITON
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) POLITICAL CONTRIBUTION FORM



ACORD

# 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 OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE						
IMPORTANT: If the certificate holder is an ADDITIONAL INS If SUBROGATION IS WAIVED, subject to the terms and con this certificate does not confer rights to the certificate holder	SURED, the policy(i	ies) must ha cy, certain p dorsement/s	ive ADDITIO	NAL INSURED provisio require an endorsemen	ns or be it. A st	endorsed. atement on
PRODUCER 516-576-0166	CONTA NAME:	CT .				
Affiliated Agency, Inc. 255 Executive Dr. Suite 308 Plainview, NY 11803		o, Ext): 516-5	76-0166	FAX (A/C, No)	516-57	6-0168
Patrick G O'Connell	E-MAIL ADDRE	S 3 T. T. A	and the second of the second	-14-6		38.5
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				MED EXP (Any one person)	\$	10,000
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ANY PROPRIETOR PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? N/A WC 6 2169869 (Mandatory in NH)	94	10/31/2017	10/31/2018		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1,000,000
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If yes, describe under DESCRIPTION OF OPERATIONS below  A   Crime   B 6031609866			100 100 100 100 100 100 100 100 100 100	EL DISEASE POLICY LIVE	\$	1,000,000
B 6021698663	3	10/31/2017	10/31/2018	Emp Disho	3 2 2 3	50,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Re						
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### 

Capital:

SERVICE: Chaplaincy

Contract ID #:CQCC18000002 NI

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

Vendor Info:	
Name: Ta-Ha Masjid	Vendor ID#:
Address:	Contact Person: Iman Isa Abdul
	Kareem
	Phone: Charles

Department:		
Contact Name: Narda Hall		W. P
Address: 100 Carman Ave	-	
East Meadow, NY 11554	Emerging Francisco	- 175 - 17 - 15 - 15 - 15 - 15 - 15 - 15 - 15 - 15
Phone: 516-572-3810		5

## **Routing Slip**

NIFS Entry: X	07-DEC-17 NFOCHETTA
NIFS Approval: X	22-MAY-18 NFOCHETTA
Capital Fund Approved:	
NIFA Approval: X	22-MAY-18 APERSICH
NIFS Approval: X	22-MAY-18 JDEVITO1
Insurance Verification: X	31-MAY-18 AAMATO
Approval to Form: X	22-MAY-18 DMCDERMOTT
Approval: X	15-JUN-18 TFOX
Approval/Review: X	04-JUN-18 MREYNOLDS
	NIFS Approval: X Capital Fund Approved: NIFA Approval: X NIFS Approval: X Insurance Verification: X Approval to Form: X Approval: X

Legislature	Approval:
Comptroller	NIFS Approval:
NIFA	NIFA Approval:

## **Contract Summary**

Purpose: To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.

Method of Procurement: Renew from prior year.

Procurement History: Contract amended from prior year.

**Description of General Provisions:** 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.

Impact on Funding / Price Analysis: : 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.

Change in Contract from Prior Procurement: NONE

Recommendation: (approve as submitted) Approve as submitted

## **Advisement Information**

BUDGET CODES		
Fund:	GEN	
Control:	10	
Resp:	1310	
Object:	510	
Transaction:	CQ	
Project #:	•	
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 8,400.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 0.00	
TOTAL	\$ 8,400.00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	ccgen1310/de510	\$ 8,400.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 8,400.00

# NIFA Nassau County Interim Finance Authority

1. Vendor: Ta-Ha Masjid

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

2. Dollar amount requiring NIFA approval: \$4200	0		
Amount to be encumbered: \$8400			
This is a New			
If new contract - \$ amount should be full amount of a lf advisement — NIFA only needs to review if it is inc If amendment - \$ amount should be full amount of a	reasing funds above th	e amount pre	eviously approved by NIFA
3. Contract Term: 1/1/2018-12/31/2022  Has work or services on this contract commence	d? N		
If yes, please explain:			
4. Funding Source:			
X General Fund (GEN) Capital Improvement Fund (CAP) Other	Grant Fund (GRT)	Federal % State % County %	0
Is the cash available for the full amount of the control of the control of the control of the control of the cash available for the full amount of the control of the cash available for the full amount of the cash available for the full amount of the cash available for the full amount of the cash available for the full amount of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the ca	act?	Y 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 approv	al is requested:
To provide religious services and counseling to the inmate pop	ulation at the Nassau County	Correctional Ce	inter.
6. Has the item requested herein followed all pr	oper procedures and	thereby ap	proved by the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resolu	tion where approval f	or this item	was provided:

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

Contract ID Date Amount

### **AUTHORIZATION**

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

**APERSICH** 

22-MAY-18

Authenticated User

<u>Date</u>

### 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.

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 Minsola, 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:
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\overline{\overl
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 REP by
advertisement, posting on website, mailing, etc.] [#] of potential parties requested copies of the RFP.
Potential proposers were made aware of the availability of the RPP by
list memberal. The proposals were accord and maked As a really and the control of
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 [detail This is a
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. A Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX.  Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.
X. Wendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:   a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  Department Head Signature
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 309/15



# 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?	
Pone	
	-
	<b></b>
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 committee identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	<u> </u>
Vendor: TA-HA- Masjid, Finc.  Dated: 06/08/2019 Signed: Imam Isa Hollie Kareen  Print Name: Imam Isa Abdul- Kareen  Title: Dram	 i



## 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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The second secon
Describe lobbying activity conducted, or to be conducted, in Nassau County, and identicalient(s) for each activity listed. See page 4 for a complete description of lobbying activities.
gore.
There are no Lobbying activities Conducted by the Masjid.
Conducted by the Martid.
CONTRACT DAY 100 TO THE CONTRACT OF THE CONTRA
AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
5. The name of persons, organizations or governmental entitles before whom the lobbyis expects to lobby:
none There are NO Lobbyist in
none There are NO Cobbyist in

- 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 Courte	idhutions have not
been provided to TA	-HA Massid to
at any time.	
The state of the s	

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/D8/18	Signed;	I were the Aldel Farrar
•	Print Name:	Thom Isa Abdul-Kareen
	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.

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
	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 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 VIII 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 white you were a principal owner or officer? YES NO				
	If Yes, provide detalls.				
ope Pro	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.	<ol> <li>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;</li> </ol>				
	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.	8. Have any of the businesses or organizations listed in response to Question 5 filled 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.			
	0)	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.			

	↔)	misdemeanor?	•		,
		YES NO I	lf Yes, provide detai	ls for each such convi	ction.
	f)	In the past 5 years, h statutory charges? Y occurrence.	nave you been found /ES NO	In violation of any ad If Yes, provide details	ministrative or s for each such
9.	years, investi subject for, or respor	Ition to the information have you been the su igation by any federal, it of an investigation won behalf of the submass to Question 5? Yelgation.	ibject of a criminal in state or local prose there such investiga litting business entite	ivestigation and/or a c cuting or investigative tion was related to act y and/or an affiliated b	ivil anti-trust agency and/or the ivitles performed at, usiness listed in
10.	listed i anti-tru includi princip	ition to the information in response to Questio ust investigation and/o ing but not limited to fe oal owner or officer? \ igation.	on 5, been the subje or any other type of I ederal, state, and lo	ct of a criminal investi nvestigation by any go al regulatory agencie	gation and/or a civil overnment agency, s while you were a
11.	respor proces	past 5 years, have yo nse to Questlön 5 had edings with respect to le detalls for each sucl	any sanction impos any professional lic	ed as a result of judic	al or administrative
12.	applic	e past 5 tax years, havable federal, state or leter and sewer charges	local taxes or other :	assessed charges, inc	luding but not limited

### 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 Varcery, 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 3k day of June 20 16

Sele Olar Harry Notary Public SECTELLAR HAYNES
Notary Public, State of New York
No.01HA6130425
Qualified in Nassau County
Commission Expires July 18, 20

Name of submitting business

Imam Isa Abdul-Karerem
Print name

I man The Holel Faren

Signature

Title

06 108 12019 Date

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## PRINCIPAL QUESTIONNAIRE FORM

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

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

١.	Principal Name Film Fili
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zlp
	Telephone
	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/
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.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.					
ope	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.					
7.	<ol> <li>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:</li> </ol>						
	а.	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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)					
	a)	Is there any felony charge pending against you? YES NO/ If Yes, provide details for each such charge.					
		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)	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.
	years, investi subjec for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such igation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative odings with respect to any professional license held? YES NO If Yes; lie details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO <u>/</u> If Yes, provide details for each such

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

I, Alim A. Filiage 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

MARIA LOVE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01L06370845

Qualified in Nassau County

My Commission Expires 02-12-2022

Name of submitting business

Plim All

Print name

Flum Flu

Signature

I man

Title

Jank 8 12018

### 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

١.	Principal Name Jamillah Abdul-Kareem
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es) non e
	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 2 / 1 / 2007
	Chlef Financial Officer/ Partner/
	Vice President/_/
	(Other) Program Manager for PROSON SErvices NCCC (Volumbeer)
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.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
op Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy relate page and attach it to the questionnaire.
7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer;
	a,	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _L if Yes, provide details for each such instance.
	Ċ,	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.	bankru the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
		Is there any misdemeanor charge pending against you? YES NOif 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.

	9)	misdemeanor?
		YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, Investi subject for, or respor	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tra includi princip	Ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ling but not limited to federal, state, and local regulatory agencies while you were a pai owner or officer? YES NO if Yes; provide details for each such igation.
11.	respoi proced	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NOIf Yes; e details for each such instance.
12.	applic	e past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

### CERTIFICATION

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

I, Jami lan Abdultarem, 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 \( \sqrt{u} \sqrt{u} \) 20\_18

Notary Public

LINDA P. TAYLOR

NOTARY PUBLIC STATE OF NEW YORK

NASSAU COUNTY
LIC # 01/TA6198889

COMM. EXP. 1 1 1 1 2 2000

TA-HA Masil, Inc.
Name of submitting business

Chaplain Jamillah Abdul-Karcem

Signature

Title Title

6 1 8 1 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). 1) Proposer's Legal Name: TA-HA-Masid, Inc. 2) Address of Place of Business: List all other business addresses used within last five years: 3) Malling Address (if different); Same Phone: 576 325 4151 Does the business own or rent its facilities? (1)(2) 4) Dun and Bradstreet number: 554/5-02530-NSSS 26300 5) Federal I.D. Number: 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partne Corporation \_\_\_ Other (Describe) \_\_\_\_ Not for profit 50/03 Partnership 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 Vo \_\_\_\_ If Yes, please provide details: a school (SOIC3) Aut 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.
respect to	et (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance.
limited to such year	ast (5) tax years, has this business falled to file any required tax returns or falled to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more totocopy the appropriate page and attach it to the questionnaire.
Provide a det photocopy the	alled response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
þ)	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:
- il) 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;
- lv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viil) 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.

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### CERTIFICATION

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

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 th	11s 874	day of	June
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2018

Selethor Hayer Notary Public

SECTELLAR HAYNES
Notary Public, State of New York
No.01HA6130425
Qualified in Nassau County
Commission Expires July 18, 20

Name of submitting business: TA-HA-Masjid Inc.

By: Imam Isa Abdul Karaum

Print name

Signature

Signature

Title

06/08/2018

### COUNTY OF NASSAU

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

Ltd. Liability CoClosely Held Corp <u>501C3 Religios</u> 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
Ltd. Liability CoClosely Held CorpPartnershipJoint Venture  Ltd. Liability CoClosely Held CorpClosely Held
Ltd. Liability CoClosely Held CorpPartnershipJoint Venture  Ltd. Liability CoClosely Held CorpCO C Religion Other (specify)  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
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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 -
Chaplain Sandlah Abdul-Karaem -
She'll Abdul Aleem -
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.
I man Isa About Koreem clergy/ Fram and Roligions leaders

age 2 of 4		
600 Fulton Are # 25A, Hempstady NY 16550 - Chaplain Jamil		
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		
,		

### Page 3 of 4

<ul> <li>(b) Describe lobbying activities.</li> <li>description of lobbying activities.</li> </ul>	ty of each lobbyist. See below for a complete
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<u> </u>	
THE THE PARTITION OF TH	
-	
(c) List whether and where t Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
Done	
744	
Notice to the second of the se	
8. VERIFICATION: This section is contractor or Vendor authorized as	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	ears that he/she has read and understood the foregoing knowledge, true and accurate.
Dated: 9/8/2018	Signed: Iman Isa Aldul Farcon
	Print Name: I Man Isa Abdul-Karee as
	Title: Tmam

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 solleitation, 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 logislation, 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 (the "Contractor").

### WITNESSETH:

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) <u>TERM</u>. 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) <u>SERVICES</u>. 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (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) <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County

employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>," means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5) No Arrears or Default. 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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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) <u>Acceptability</u>; <u>Deductibles</u>; <u>Subcontractors</u>. 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) <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
  - a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14) 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) <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 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) <u>Administrative Service Charge</u>. Inasmuch as the Contractor is a not-for-profit religious or eharitable 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.

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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-Koncen for TAHA Masjidithe. (Namo)
(Addre	(Telephone
Nu	mber)
2.	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3,	In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
	· · · · · · · · · · · · · · · · · · ·
5.	Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
knowl	by certify that I have read the foregoing statement and, to the best of my edge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below.
Dated	1-19-2017  Signature of Chief Executive Officer
	Chaptain Janillah Abdul-Kareem Name of Chief Executive Officer
5wor	to before me this  Howard and the state of Normal Part in
4	Qualified in Massan County  Commission Expires June 11, 20/9

### Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - 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, 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/WBBs 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 subbidders 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 intergovernmental 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.

### Chaplain Jamillah Abdul-Kareem

Community Crisis Chaplain/ Clergy/ Humanitarian



### SKILLS

Outreach Coordinator, Event Planner, Author, Poetess, Ploneer of Hip Hop, Medla, Accounting/Bookkeeping, Clergy, Secretariai 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
- Drive:
- 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.
- Whylsiam 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

**NYSCTF 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!



### 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

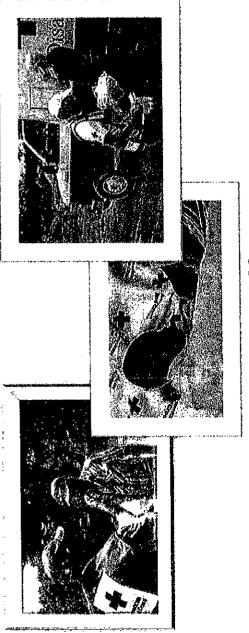
Thank you for your dedication and service to bring comfort and hope to those devastated by disaster

American Red Cross

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

- American Red Cross

063-2017 Louisiana 8/16 Flood

Disaster Relief Operations Director

David M. Gutierrez

## NEW YORK STATE CHAPLAIN TASK FORCE STATE OF NEW YORK

THE TRUSTEES OF THE ORGANIZATION HAVE CONFERRED ON AND BY VIRTUE OF THE AUTHORITY VESITED IN THEM ON THE RECOMMENDATION OF THE DIRECTORATE

# IAMILIAH 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 THIS 20th DAY OF DECEMBER IN THE YEAR OF OUR LORD 2014 IN THE UNITED STATES OF AMERICA





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+ Janiel Olype

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Grufin Vallezo Trustee President / Commanding Officer



# Emergency Management Institute



### 

This Certificate of Achievement is to acknowledge that

## JAMILLAH ABDUL KAREEM

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00100.b

Introduction to Incident Command System

ICS-100

Issued this 19th Day of December, 2014



Superintendent

**Emergency Management Institute** 

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# Emergency Management Institute



### 

This Certificate of Achievement is to acknowledge that

### JAMILLAH A KAREEM

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00700.a

National Incident Management System (NIMS)

An introduction

Issued this 23rd Day of May, 2017



Superintendent Emergency Management Institute Tony Russell



### 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: 0ZW9OE Scan code or visit.

redcross.org/confirm

T3

This certificate is awarded to

### KAREEM AMILLAH

IN RECOGNITION OF YOUR DEDICATION AND COMMITMENT TO COMMUNITY SERVICES BY VOLUNTEERING WITH ICNA RELIEF USA



Signature

ICNA RELIEF Disaster Response Services 

### 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 Rest

Church Seerglars
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 chaptain 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

Pasfor Owen Williams

### TASK FORCE HAPLAINCY SERVICES NEW YORK A DIVISION

ND IS HEREBY WING CENTERS HAS MET ALL AUTHORIZED





Executive Secretary





President / Commanding Officer



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The New York City Commission on Human Rights Presents this certificate to

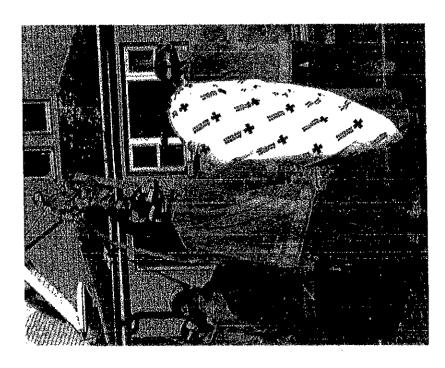
# Chaplain Jamillah Abdul-Kareem

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

Cartriebyn P. Madalits, 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

Kelly R McKinney Regional Disaster Officer

Disaster Program Manager Daniel Delgado

# 

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.

ROWN

Signed,

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CENTER

Kira Cohen, Volunteer Coordinator

Date





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### Certificate of Appreciation American Red Cross Greater New York Region

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.

Chief Volunteer Services Officer Greater New York Region Jose Dominguez

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	ANY AUTO ANY AUTO				COMBINED SINGLE LIMIT (Ea acoldent)	\$	
	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	NON-OWNED AUTOS				BODILY IMJURY (Per accident)	\$	
		,			PROPERTY DAMAGE	\$	
ļ	GARAGE LIABILITY	, , , , , , , , , , , , , , , , , , ,			(Per acoldent)	Ψ	
١	ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
+					OTHER THAN EA ACC	\$	·
ŀ	EXCESS LIABILITY			<i>/// // // // // // // // // // // // //</i>	AGG	\$	
ŀ	OCCUR CLAIMS MADE				EACH OCCURRENCE AGGREGATE	\$	
ŀ	<del></del>	·	.		AGOREGATE	\$	
ŀ	DEDUCTIBLE					\$	<del></del>
ļ	RETENTION \$		ļ			\$	
Į	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<del></del>	WCSTATUL L TOTAL	\$	
ļ	EMEROTERS CIABILITY				WC STATU- TORY LIMITS ER		· · · · · · · · · · · · · · · · · · ·
l					E.L. EAOFÍ ACCIDENT	\$	
Ļ					E.L. DISEASE - EA EMPLOYEE	\$	
	OTHER		<del></del>		E.L. DISEASE - POLICY LIMIT	\$	
 3 F	RETION OF OPERATIONS CONTINUE	Of Parity Manager	<u> </u>				
	RIFTION OF OPERATIONS/LOCATIONS/VEHI	CLES/EXCLUSIONS ADDED BY ENDORSEM	ENT/SPECIAL PROVISIONS				<del></del>
11	nty of Nassau is included	as additional insured.					
_	· · · · · · · · · · · · · · · · · · ·	_					,
!	TIFICATE HOLDER X ADDI	TIONAL INSURED; INSURER LETTER:	CANCELLATI	ON			
S	SAU COUNTY DEPT. OF						······································
)	CARMAN AVENUE		NATE WINDOWS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL30 DAYS WRITTEN			
AST MEADOW, NY 11554		PAIR THEREOF,	THE ISSUING INSURE	R WILL ENDEAYOR TO MAIL _	_30	DAYS WRITTEN	
16) 572-3616			NOTICE TO THE	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
			IMPOSE NO OBLI	GATION OR LIABILITY	OF ANY KIND UPON THE INS	URER,	ITS AGENTS OF
	11u) 512-3016			REPRESENTATIVES.			
u							
u			AUTHORIZED REPR	ESENTATIVE		P.,	_

### 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.





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

Vendor Info:	
Name: Sokoloff Stern LLP	Vendor ID#: 263392230
Address: 179 Westbury Avenue	Contact Person: Adam
Carle Place, New York 11514	Kleinberg
	Phone: (516) 334-4500 x 109

Department:		
Contact Name: Daniel Gregware		
Address: 1 West Street	Processor	
Mineola, New York 11501		
Phone: (516) 571-1675	(a)	

### **Routing Slip**

Department	NIFS Entry: X	18-MAY-18 DGREGWARE
Department	NIFS Approval: X	18-MAY-18 SBERMAN
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	06-JUN-18 APERSICH
ОМВ	NIFS Approval; X	25-MAY-18 JDEVITO1
County Atty.	Insurance Verification: X	18-MAY-18 AAMATO
County Atty.	Approval to Form: X	18-MAY-18 DMCDERMOTT
Dep. CE	Approval: X	18-JUN-18 HWILLIAMS
Leg. Affairs	Approval/Review: X	12-JUN-18 MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

### **Contract Summary**

**Purpose:** New outside counsel contract for the firm, Sokoloff Stern LLP, to represent Correction Officer Antonio Cuevas in the following case: Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers, Index No. CV17-1776.

Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms (¿Panel¿) qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney¿s Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney¿s Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.

**Procurement History:** New contract. See method of procurement above.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$165,000.00 contract max amount with \$85,000.00 initial encumbrance.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

### **Advisement Information**

BUDGI	ET CODES
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	
Project #:	
Detail:	

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 85,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
	ATGEN1100/DE502	\$ 85,000.00
		\$ 0,00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 85,000.00

Contract ID	-Date	Amount

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.



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 ("\overline{\overl 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 [newspaper] [date]. The sealed bids were publicly opened on \_\_\_\_\_[date]. \_\_\_\_\_ 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 by publication on the County procurement website. Proposals were due on [state #] proposals were received and evaluated. The [date]. 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.

	al or extension pursuant to the contract, or an amendment within the scope of the contract or RFP s of the relevant pages are attached). The original contract was entered into
	[describe rement 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 factory evaluation, the department must explain why the contractor should nevertheless be permitted tinue to contract with the county.
were	Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals solicited and received. The attached memorandum from the department head libes the proposals received, along with the cost of each proposal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
X	B. A Request for Qualifications ("RFQ") was issued and a panel of firms ("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.
	Pursuant to Executive Order No. 1 of 1993 as amended, the attached
	orandum from the department head explains why the department did not obtain as 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.
L	<b>B.</b> The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.  D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services
	- D. FRINGER TO CICHOTAL IVIENCEDAL LAW ACCION 1 1940. THE GENARMENT IS DUTCHASING THE SETVICES

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

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

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

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

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

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

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

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

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18

### Exhibit A



### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	pers of the vendor provided campaign contributions a Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
NONE	
Vendor authorized as a signatory of the The undersigned affirms and so swears to statements and they are, to his/her know The undersigned further certifies and aff	firms that the contribution(s) to the campaign committees vithout duress, threat or any promise of a governmental
Dated: <u>May 10, 2018</u>	Vendor: Sokoloff Stern LLP Signed: 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
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

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and iden
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 lobbyis
expects to lobby:
NONE

of. If such lobbyist is retained or employment, you must attach a copy of stemployment is oral, attach a written states of retainer or employment does not contain the been authorized to lobby, separately	uch document; an ment of the substa in a signed author	ance thereof. If the written agreement rization from the client by whom you
7. During the previous year, has the officers provided campaign contributions campaign committees of any of the follow committees of any candidates for any of t Executive, the County Clerk, the Comptrol yes, to what campaign committee? If no	pursuant to the N ving Nassau Cou he following Nas oller, the District	nty elected officials or to the campaign sau County elected offices: the County Attorney, or any County Legislator?
NONE		
I understand that copies of this f Information Technology ("IT") to be post		to the Nassau County Department of 's website.
I also understand that upon term give written notice to the County Attorne		er, employment or designation I must 0) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to		
The undersigned further certifies and affi- listed above were made freely and withou benefit or in exchange for any benefit or i	nt duress, threat o	
Dated: May 10, 2018	Signed:	THE STATE OF THE S
	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 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

١.	Principal Name Steven C. Stern
	Date of birth <u>04 / 22 / 1969</u>
	Home address 18 Gregory Court
	City/state/zip East Northport, NY 11731
	Business address Avenue
	City/state/zip Carle Place, NY 11514
	Telephone (516) 334-4500
	Other present address(es)none
	City/state/zip none
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board// Shareholder//
	Chief Exec. Officer/_ Secretary/
	Chief Financial Officer / / Partner 11 / 13 / 2008
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES x NO If Yes, provide details. 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.	Section	by governmental entity awarded any contracts to a business or organization listed in $15$ in the past 3 years while you were a principal owner or officer? YES NO _x provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or at page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _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? YESNO _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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) NO
	a)	is there any felony charge pending against you? YES NO $\underline{x}$ if Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $_{\rm X}$ If Yes, provide details for each such charge.
	c}	Is there any administrative charge pending against you? YES NO $_{\rm X}$ 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.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _x If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO _x_ If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _x If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $\underline{x}$ If Yes, provide details for each such

### CERTIFICATION

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

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.

NICOLE BIUSO Notary Public, State of New York

Sworn to before me this $10^{11}$ day of $May$	20 <u>)</u> {
--	---------------

Notary Public, State of New York
Registration No. 01Bi6266268
Qualified in Nassau County
Commission Expires 7/23/20

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 <u>11 / 3 /1959</u>
	Home address 69-35 Bell Blvd.
	City/state/zipBayside, NY 11364
	Business address179 Westbury Avenue
	City/state/zipCarle Place. NY 11514
	Telephone(516) 334-4500
	Other present address(es) <u>none</u>
	City/state/zipnone
	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/ 1/  Chief 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 $_{\bf X}$ 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.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO $\underline{x}$ provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or at page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	а,	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 $\underline{x}$ If Yes, provide details for each such instance.
	Ç.	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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{x}$ 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 $_{\rm X}$ 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.

YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ 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 p 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 subject of an investigation where such investigation was related to activities performe for, or on behalf of the submitting business entity and/or an affiliated business listed i response to Question 5? YES NO _x If Yes, provide details for each such investigation.	the ed at,
10. In addition to the information provided, in the past 5 years has any business or organ listed in response to Question 5, been the subject of a criminal investigation and/or a anti-trust investigation and/or any other type of investigation by any government agei including but not limited to federal, state, and local regulatory agencies while you we principal owner or officer? YES NO _x_ If Yes; provide details for each such investigation.	civil icy, e a
11. In the past 5 years, have you or this business, or any other affiliated business listed i response to Question 5 had any sanction imposed as a result of judicial or administra proceedings with respect to any professional license held? YES NO _x If Y provide details for each such instance.	ative
12. For the past 5 tax years, have you failed to file any required tax returns or failed to parapplicable federal, state or local taxes or other assessed charges, including but not list to water and sewer charges? YES NO _x If Yes, provide details for each sever.	mited

### 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.

Notary Public

Notary Public, State of New York Registration No. 01Bi6266268 Qualified in Nassau County Commission Expires 7/23/20

Sokoloff Stern LLP	
Name of submitting business	, , , ,
BRIAN S. SOKÓLOFF	
Print/name ///	
B. A///	
Signatur	<del></del>
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.

COM	IPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
WILL	BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
AWA	RD ,
1.	Principal Name Adam I. Kleinberg
	Date of birth 3 / 9 / 7 4
	Home address // Majestic Dr.
	City/state/zip Dix Hills NY 11746
	Business address 179 Westburg Avenue
	City/state/zip Carle Place My 11514
	Telephone 5/6 334 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/
	Vice President / / 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-I tax form  + am a profits interest partial.
	YES NO If Yes, provide details. I receive the same a provide details.
4.	Are there any outstanding loans, quarantees of any other torn of security of lease of 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 St A Realty LLC. My best friend  Steven Beck and I own a condo
	Partner in S+ A Realing CCC. My vest
	Stoven Beck and I own, a Congr
	1 oc Vacas that we rent. The Rev. 3-2016
	Steven Beck and I own a Condo of in Las Vegas that we rent. The Rev. 3-2016 LLC manages the condo. Steven is not an attorney.
	LLC Manay Horney.
	is not an

6.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	а,	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.	bankru the par bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptropretion and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretion of the last 7 year period, been in a state of aptropretion of bankruptcy proceedings initiated more than 7 years ago and/or is choseness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	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?
		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 _v If Yes, provide details for each such occurrence.
	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the it of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed anti-tr includ princij	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO If Yes; provide details for each such igation.
11.	respo	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNO If Yes; le details for each such instance.
12.		he past 5 tax years, have you falled to file any required tax returns or falled to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO $\underline{\hspace{0.1cm}}$ If Yes, provide details for each such

### **CERTIFICATION**

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

I. Adam Kleinbers, 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 Jac 20 48

Notary Public

GIL AUSLANDER
Notary Public, State of New York
Qualified in Nassau County
No. 02AU6283765
Commission Expires on June 17, 20 2-1

Name of submitting business

Print name

Signature

Titla

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).

Dat	e: <u>May 10, 2018</u>
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):
Pho	one : <u>(516) 334-4500</u>
Do	es the business own or rent its facilities? Rent
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: <u>26-3392236</u>
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:
	AND THE PROPERTY OF THE PROPER

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 $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$ 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 NoX
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
	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.
business respect to	et (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _x; If Yes, provide details such instance.
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X _ If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
Provide a det photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no iflicts 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
<u>We</u>	Please describe any procedures your firm has, or would adopt, to assure the unty that a conflict of interest would not exist for your firm in the future.  conduct a thorough conflict check with each new matter utilizing conflict check ware 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
Ε.	Contact Person Jennifer Burngarner, County Attorney
F.	Address 48 Gleneida Avenue
	City/State Carmel, New York 11512
	Telephone (845) 808-1150 ext. 49406
	Fax #(845) 225-3641
	E-Mail Address_jennifer.bumgarner@putnamcountyny.gov

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 Irosenbaum@wrightinsurance.com	
Company Housing Authority Risk Retention Group (HARRG)	
Company Housing Authority Risk Retention Group (HARRG)	_
Company Housing Authority Risk Retention Group (HARRG)  Contact Person Laura Franco	
Company Housing Authority Risk Retention Group (HARRG)  Contact Person Laura Franco  Address 189 Commerce Court	
Company Housing Authority Risk Retention Group (HARRG)  Contact Person Laura Franco  Address189 Commerce Court  City/State Chesire, CT 06410	

# CERTIFICATION

05 Date / 10/

<u>20</u>18

A MATERIALLY FALSE STATEMENT WILLFULLY OR F CONNECTION WITH THIS QUESTIONNAIRE MAY RES SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJ FALSE STATEMENT TO CRIMINAL CHARGES.	SULT IN RENDERING THE WITH RESPECT TO THE PRESENT
I, Adam I. Kleinberg , being duly sworn, si the items contained in the foregoing pages of this question attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Concincumstances occurring after the submission of this question contract; and that all information supplied by me is the contract; and belief. I understand that the County will requestionnaire as additional inducement to enter into a contity.	each item therein to the best of my ounty in writing of any change in stionnaire and before the execution of ue to the best of my knowledge, ely on the information supplied in this
Sworn to before me this 10th day of May	20 <u>18</u>
Notary Public	NICOLE BIUSO Notary Public, State of New York Registration No. 01Bi6266266 Qualified in Nassau County Commission Expires 7/23/20
Name of submitting business: Sokoloff Stern LLP	
By: Adam I. Kleinberg Print name Signature	
Partner Title	
i iug	

### 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
  - 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;

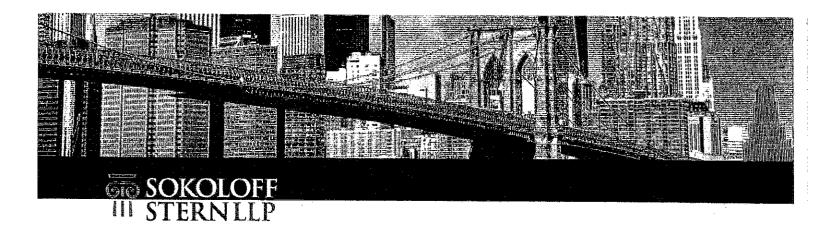
New York

- 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.



# **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 dient 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.

# GIO SOKOLOFF

#### 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 Stem 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:

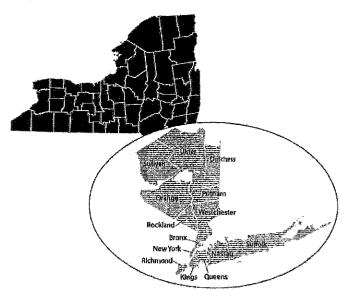
- Business torts
- Construction litigation
- Insurance coverage

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

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

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

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

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

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 and 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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### **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

City, State and Zip C	Code: Carle Place NY 11514	
2. Entity's Vendor Id	dentification Number: 26-339	2230
3. Type of Business:	Public Corp X Partners	hipJoint Venture
Ltd. Liability C	CoClosely Held Corp	Other (specify)
Directors or compara	able body, all partners and limit and all members and officers of l	, all individuals serving on the Board of ed partners, all corporate officers, all par imited liability companies (attach additio
Brian S. Sokolof	f: 69-35 Bell Blvd., Bayside N	Y 11364
Steven C. Stern:	18 Gregory Court, E. North	port, NY 11731
A CONTRACTOR OF THE CONTRACTOR		
e real		
shareholder is not as		mbers, or partners of the firm. If the shareholders/partners/members. If a Publ of completing this section.

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line I. 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

# Page 3 of 4

NONE	
TYONE	
(c) List whether and where t Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
NONE_	
	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swo statements and they are, to his/her k	cars that he/she has read and understood the foregoing 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. <u>Term</u>. 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. <u>Services</u>. 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 "<u>Services</u>"). 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Sixty-five Thousand Dollars (\$165,000.00) ("<u>Maximum Amount</u>"). 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) <u>Partial Encumbrance</u>. 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for 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) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>, Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
  - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to

this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- (d) <u>Prohibition of Gifts</u>. 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) <u>Disclosure of Conflicts of Interest</u>. 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. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or

proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

- 10. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Connsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 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) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance

shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement,
- 21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of 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) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- (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. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

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

SOKOLOFF STERN LLP
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Por
By:
Name: Flankleinberg
Title: Partner
Date: 5/14/18
· ·
NASSAU COUNTY
_ ( ) / / /
By:
Name JONED KANDYAU
Title: County Attorney
Date: 5/15/18
/ /
NASSAU COUNTY
INASSAU GOUNTY
By:
Name:
Title: County Executive
<ul> <li>Deputy County Executive</li> </ul>

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the Ath day of
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the day of May in the year 20 before me personally came ARED A. KASSCHAU to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Afficiency, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.  NOTARY PUBLIC  DIANA CATAPANO NOTARY PUBLIC  NOTARY
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the day of in the year 20 before me personally came
On theday of in the year 20 before me personally cameto me personally known, who, being by me duly sworn, did lepose 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 arc hereby made a part of the document to which it is attached.

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
  - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or snpplies 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.

Appendi	ix L	
Certifica	ate of Compliance	
In comp	oliance with Local Law 1-2006, as amended (the "Law"), Counsel here g;	eby certifies the
1, 7	The chief executive officer of Contractor is:	
	Steven C. Stern	(Name)
	179 Westbury Avenue, Carle Place NY 11514	(Address)
	(516) 334-4500	_ (Telephone Number)
I F r ( t	The Contractor agrees to either (1) comply with the requirements of the Living Wage Law or (2) as applicable, obtain a waiver of the requirements and to section 9 of the Law. In the event that the Contractor does requirements of the Law or obtain a waiver of the requirements of the Contractor establishes to the satisfaction of the Department that at the this Agreement, it had a reasonable certainty that it would receive such and Rules pertaining to waivers, the County will agree to termin imposing costs or seeking damages against the Contractor	ents of the Law as not comply with the e Law, and such ne time of execution of ch waiver based on the
8	In the past five years, Contractor hasX has not been for government agency to have violated federal, state, or local laws reguler benefits, labor relations, or occupational safety and health. If a violassessed against the Contractor, describe below:	ating payment of wages
-		· · · · · · · · · · · · · · · · · · ·

4. In the past five years, an administrative proceeding, investigation, or government body-

•	initiated judicial action hasX 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:			
	•			
	·			
•	Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.			
it is tru	y certify that I have read the foregoing statement and, to the best of my knowledge and belief e, correct and complete. Any statement or representation made herein shall be accurate and of the date stated below.			
5/10	0/2018			
Dated	Signature of Chief Executive Officer			
	Steven C. Stern  Name of Chief Executive Officer			
Sworn	to before me this			

NICOLE BIUSO
Notary Public, State of New York
Registration No. 01Bi6266266
Cualified in Nassau County
Commission Expires 7/23/20

10th day of May 2018.



## 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). PRODUCER US! Affinity 14 Cliffwood Ave , Suite 310 Matawan, NJ 07747 INSURER(S) AFFORDING COVERAGE INSURERA: CNA INSURANCE COMPANIES INSURED Sokoloff Stern, LLP **NSURER B:** 179 Westbury Avenue NSURER C : Carle Place NY 11514 NSURER D : NBURER 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 PÉRIOD 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. ADDL SUBR INBR WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY DAMAGE TO RENTEO PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO-COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) 5 AUTOS NON-OWNED AUTOS PROPERTY DAMAGE HIRED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE DEQ RETENTION WORKERS COMPENSATION WC STATU-TORY LIMITS

DEBCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

425223686

SPECIE	O 4 TO 12	LIGIOTE	
CERTIFI	CAIL	HOLDER	

Office of the Nassau County Attorney Municipal Transactions Bureau

ANY PROPRIETORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

Lawyers Professional Liability

One West Street

Minecia

NY 11501

CANCELLATION

11/10/2017

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

E.L. EACH ACCIDENT

E.L. DISEASE - FA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

3,000,000

0,000,000

5.000

\$

8

\*

Each Claim

Aggregate

Deductible

11/10/2018

AUTHORIZED REPRESENTATIVE
Musical Musical

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2018

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REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). SONTACT The Robert C. Mangi Agency Inc. FAX. Not: (516) 294-1764 PHONE (A.C., No, Ext); (516) 294-1072 152 Mineola Blvd Mineola, NY 11501 ADDRESS: service@contractorsinsurance.org INSURER(S) AFFORDING COVERAGE INSURER A : MERCHANTS MUTUAL INSURANCE 23329 INSURED INSURER 9: INSURER C: SOKOLOFF, STERN LLP. 179 WESTBÜRY AVENUE INSURER D : **CARLE PLACE, NY 11514** INSURER E : INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWHAVE 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. ADDL SUBR POLICY NUMBER POLICY EFF POLICY EXP TYPE OF INSURANCE 2,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 500,000 10/31/2017 10/31/2018 CLAIMS-MADE X OCCUR BOPI039414 X 15.000 MED EXP (Any one person) PERSONAL & ADV INJURY 4.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 4,000,000 POLICY POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ep.accident) 1,000,000 A AUTOMOBILE LIABILITY 10/31/2017 10/31/2018 BOPI039414 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Х KUTES ONLY X 100458ANED AGGREGATE 2.000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ CLAIMS-MADE EXCESS LIAB AGGREGATE RETENTION \$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E,L, DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 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 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. OFFICE OF THE NASSAU COUNTY ATTORNEY MUNICIPAL TRANSACTIONS BUREAU ONE WEST ST AUTHORIZEO REPRESENTATIVE MINEOLA, NY 11501



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



### CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

!	,
1a, Legal Name & Address of Insured (Use street address only) ADP TotalSource CO XXI, Inc. 10200 Sunset Drive	1b. Business Telephone Number of Insured 516/334-4500
Miami, FL 33173 L/C/F Sokoloff Stern LLP	1c, NYS Unemployment Insurance Employer Registration Number of Insured 0770030 4
179 Westbury Ave Carle Place New York, NY 11514	1d. Federal Employer Identification Number of Insured
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	or Social Security Number 263392230
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier New Hampshire Ins Co
Office of the Nassau County Attorney Municipal Transactions Bureau	3b. Policy Number of entity listed in box "1a" WC 026173348
One West Street Mineola, NY 11501	3c. Policy effective period 07/01/2017 to 07/01/2018
	3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded. *Proprietor/Partner/Executive Officer/Member are included as long as they are in the ADPTS payroll or have completed the SBI Participation Addendum.
This certifies that the insurance carrier indicated above in box "3" is compensation under the New York State Workers' Compensation Law, to the INFORMATION PAGE of the workers' compensation insurables Certificate of Insurance to the entity listed above as the certificate	(To use this form, New York (NY) must be listed under <u>Item 3</u> ance policy). The Insurance Carrier or its licensed agent will se
Will the carrier notify the certificate holder within 10 days of a policy cancelled for any other reason or if the insured is otherwise eliminated foolicy effective period? $\square$ YES $\square$ NO	being cancelled for non-payment of premium or within 30 days from the coverage indicated on this certificate prior to the end of t
This certificate is issued as a matter of information only and confers no extend or after the coverage afforded by the policy listed, nor does it deferenced policy.	rights upon the certificate holder. This certificate does not amer confer any rights or responsibilities beyond those contained in t
This certificate may be used as evidence of a Workers' Compensation	contract of insurance only while the underlying policy is in effe
Please Note: Upon cancellation of the workers' compensation policy a permit, license or contract issued by a certificate holder, the busing Workers' Compensation Coverage or other authorized proof the requirements of the New York State Workers' Compensation Lav	ess must provide that certificate holder with a new Certificate hat the business is complying with the mandatory covera
Under penalty of perjury, I certify that I am an authorized repre- above and that the named insured has the coverage as depicted or	sentative <del>or licensed agent of the insurance carrier</del> referenc a this form.
Approved by: Adriana Sanchez  (Print name of authorized representat	presy licensed agent of insurance carrier)
Approved by: Among Sonchy	5/9/2018 (Date)
Title: Account Specialist II	

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.



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

Vendor Info:	
Name: Wildlife in Need of Rescue and Rehabilitation	Vendor ID#:
Address: Constant of the Const	Contact Person: Robert Horvath
	Phone:

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0272	100

# **Routing Slip**

Department	NIFS Entry: X	15-MAY-18 PABUFFOLINO
Department	NIFS Approval: X	30-MAY-18 LBARKER
DPW	Capital Fund Approved:	11 / 11 / 11 / 11 / 11
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**

Purpose: To provide animal care at Tackapusha Museum

Method of Procurement: USDA permit requires licensed animal care

**Procurement History:** 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.

Description of General Provisions: 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

Impact on Funding / Price Analysis: None-- Hotel/Motel Tax Grant Program \$10,000.00 ¿

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDGI	ET CODES
Fund:	GRT
Control;	PK
Resp:	9700
Object:	DE500
Transaction:	103
Project #:	
Detail:	,

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue	·	
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 10,000.00	
TOTAL	\$ 10,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGRT9700THDE5 00	\$ 10,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 10,000.00

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

1. Vendor: Wildlife in Need of Rescue and Reha	bilitation		
2. Dollar amount requiring NIFA approval: \$1	0000		
Amount to be encumbered: \$10000			
This is a New			
If new contract - \$ amount should be full amount If advisement – NIFA only needs to review if it is If amendment - \$ amount should be full amount o	increasing funds ab	ove the amount previously appro	oved by NIFA
3. Contract Term: 7/1/18-6/30/19  Has work or services on this contract comme	nced? N		
If yes, please explain:			
4. Funding Source:			
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (GF	RT) Federal % 0 State % 0 County % 0	
is the cash available for the full amount of the co If not, will it require a future borrowing?	intract?	Y N	
Has the County Legislature approved the borrow	ring?	N/A	
Has NIFA approved the borrowing for this contra	ct?	N/A	
5. Provide a brief description (4 to 5 sentence	es) of the item for t	which this approval is request	ed:
To provide animal care at Tackapusha Museum			
6. Has the item requested herein followed al	l proper procedure	s and thereby approved by the	₽:
Nassau County Attorney as to form	Y		
Nassau County Committee and/or Legislature	е		
Date of approval(s) and citation to the res	olution where app	roval for this item was provide	d:

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

The Control of the Co	Date	Amount —
CQPK17000041	01-JUL-17	10,000.00
L		

#### **AUTHORIZATION**

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

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 pri ntouts 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.

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





# 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: Viliding in Need of Rescue and Rehabilitation
CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
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 COMMACL WAS OFFICINALLY executed by Maggan County on
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFF (copies of the relevant pages are attached). The original contract was entered into after
programment mothed in DED 4. [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.   Wendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature
3/13/1
Date

of



# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 www.nassaucountyny.gov/parks

May 8, 2018

SERVICE: <u>Personal Services Contract for</u> 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.

Eileen Krieb Commissioner

Nassau County Department of

lankne 6

Parks, Recreation & Museums

# Exhibit A



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (I years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of the	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two nd ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County coller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	
NONE	
Vendor authorized as a signatory of the fi	the signed by a principal of the consultant, contractor or true for the purpose of executing Contracts.  at he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affir identified above were made freely and wibenefit or in exchange for any benefit or r	ms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental emuneration.  WILDLIFE IN NEED OF RESCUE AND
	Vendor: PCHABILITATADA, INC.
Dated: <u>4-29-2018</u>	Vendor: NEHABILITATAAH, INC. Signed: Robut Novall
	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
	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 4/1/5/2002 Treasurer/
	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.					
ope Pro	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.				
٠	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.	bankru the pas bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
		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.				

	е)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
		YES NO _V If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
 10.	listed i anti-tra includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO _V If Yes; provide details for each such igation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO/ If Yes; le details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

CERT	IFIC	ΔT	ON

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, fully bett force 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.

MATTHEW JAMES DILIBERTO
MOTARY PUBLIC, State of New York
No. 01Di6269225

Notary Public

Qualified in Nassau County

Commission Expires September 24, 2020

WILDLIFE IN NEED OF RESCUE AND REHABILITATION, INC. Name of submitting business

ROBERT HORVE

Sworn to before me this I day of Mey

Print name

Robert Nous 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
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/ Treasurer//  Chairman of Board/ Shareholder/_/  Chief Exec. Officer/_ Secretary/_/  Chief Financial Officer/_ Partner/_/  Vice President / / OOG //  (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _v 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 $\underline{\nu}$ ; If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO_i/_ provide details.
op Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.	In the porganiz	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? 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.	banktu the pa banktu any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	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)	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 _V If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _v If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question-5, been the subject of a criminal investigation and/or a civil—set investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a seal owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _v If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO V If Yes, provide details for each such

#### CERTIFICATION

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I, Carry ST Pill?

, 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 I day of Mey 2018

MANTHEW JAMES DILIBERTO NOTARY PUBLIC, State of New York No. 01DI6269225

Qualified in Nassau County

Commission Expires September 24, 20 00

W/1/0/life in place of Name of submitting business

Name of submitting business

Print name

Notary Public

Signature

Title

Date

## PRINCIPAL QUESTIONNAIRE FORM

Principal Name

1.

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

ROBERT AMOROSO

	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/ _ TreasurerS / JO / Q6/O  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 NOX If Yes, provide details.
1.	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.	Section	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO _X , provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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 NOX 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 $\chi$ If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $\chi$ If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\stackrel{\textstyle \times}{\!$
	b)	Is there any misdemeanor charge pending against you? YES NOX 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 NOX 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.	years, invest subject for, or respon	lition to the information provided in response to the previous questions, in the past 5, have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
. 10	listed anti-tr includ princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5; been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pal owner or officer? YES NO _X If Yes; provide details for each such igation.
11	respo proce	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO X If Yes; le details for each such instance.
12	applic	te past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

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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

Notery Public J. Churching



 $\frac{WIJDLIFEJWNEED OF RESCUE OF REHABILITATION, INC.}{\text{Name of submitting business}}$ 

ROBERT AMOROSO

TREASURER

Title

May 1 9 1 2018

#### PRINCIPAL QUESTIONNAIRE FORM

Date of birth

1.

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

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Principal Name DANIELLE KINCKINER

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

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _V 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.	bankru the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\checkmark$ If Yes, provide details for each such charge.
		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.

	е)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; be details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _v If Yes, provide details for each such

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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

August A. Weiner Public - State Notary Public - State Notary Public - State Notary Public - State of Notary Public - State of Notary Public - State of Notary Public - State of Now No. 017U5018445

Qualified in Nassau County - 20 M.

My Commission Expires My Commission Expires No. 017U5018445

WILDLIFE IN NEED OF RESQUE AND REARBILITATION, INC. Name of submitting business

DANIELLE KINCKINER

Print name

Danielle Kinckiner

SECRETARY

Title

May 1 9 1 2018

#### **Business History Form**

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

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

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

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

Da	te: <u>5-11-2018</u>
1)	Proposer's Legal Name: WILDLIFE IN NEED OF RESCUE AND REHAB. INC.
2)	Address of Place of Business:
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one:
Do	es the business own or rent its facilities? <u>OWN</u>
4)	Dun and Bradstreet number:
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) 50/C 3 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 bu	usiness have one or more affiliates, and/or is it a subsidiary of, or controlled by, usiness? Yes No If Yes, provide details
10)	County or ar	ooser ever had a bond or surety cancelled or forfeited, or a contract with Nassau by other government entity terminated? Yes No If Yes, state the adding agency, (if a bond), date, amount of bond and reason for such cancellation or details regarding the termination (if a contract)
11)	Has the prop If Yes, state	poser, during the past seven years, been declared bankrupt? Yes No date, court jurisdiction, amount of liabilities and amount of assets
12)	affiliated bus investigation the past 5 yea a criminal-in- prosecuting performed as	ve years, has this business and/or any of its owners and/or officers and/or any siness, been the subject of a criminal investigation and/or a civil anti-trust by any federal, state or local prosecuting or investigative agency? And/or, in ears, have any owner and/or officer of any affiliated business been the subject of vestigation and/or a civil anti-trust investigation by any federal, state or local or investigative agency, where such investigation was related to activities t, for or on behalf of an affiliated business.  If Yes, provide details for each such investigation.
13)	affiliated bus but not limite has any own any governmagencies, fo	years, has this business and/or any of its owners and/or officers and/or any siness been the subject of an investigation by any government agency, including ed to federal, state and local regulatory agencies? And/or, in the past 5 years, her and/or officer of an affiliated business been the subject of an investigation by hent agency, including but not limited to federal, state and local regulatory or matters pertaining to that individual's position at or relationship to an affiliated les No If Yes, provide details for each such investigation
14)	had, either b charges perf submitting b a e	rent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the tained to events that allegedly occurred during the time of employment by the usiness, and allegedly related to the conduct of that business:  Any felony charge pending? Yes No If Yes, provide details for ach such charge
	fc 	) Any misdemeanor charge pending? Yes No If Yes, provide details or each such charge ) In the past 10 years, you been convicted, after trial or by plea, of any felony
	a	nd/or any other crime, an element of which relates to truthfulness or the nderlying 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 _v 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
business I respect to	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _v; If Yes, provide details for instance.
pay any a limited to such year	ust (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _v If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
17) Conflict of a) conf	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No Conflict CXISTS
	(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 CONFICT EXITT
	(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 INTHE EVENT A POSSIBLE 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.
- 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 KCVIN SEXTON
Address
City/State
Telephone
Fax#
E-Mail Address

Company MARINE NATURE STUDY AREA
Contact Person MICHAEL FARINA
Address
City/State
Telephone
Fax#
E-Mail Address
Company ANIMAL GENERAL OF EAST NORWICH
Company ANIMAL GENERAL OF EAST NORWICH  Contact Person DR. ELLEN - LEONHARDT
Contact Person DR. ELLEN - LEONHARDT
Contact Person DR. ELLEN LEONHARDT  Address
Contact Person DR. ELLEN LEONHARDT  Address  City/State

April 29, 2018

Robert Horvath

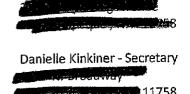


As a small home based organization we have been providing free wildlife rescue service, animal conflict resolution advice and public education for all of Nassau County, western Suffolk County and New York City for over 25 years. This includes the rescuing, emergency veterinary care, long term care and 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 O Financial Interest



3 Robert Horvath - President

Robert Amoroso - Treasurer

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

## **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 baid 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



1 of 1 Page LIVE EAGLE EXHIBITION

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

2 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: <a href="http://www.fws.gev/forms/3-200-14.pdf">http://www.fws.gev/forms/3-200-14.pdf</a>

#### **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
- The validity of this permit is also conditioned upon strict observence of all applicable foreign, state, local tribal, or other federal law.
- Valid for use by permittee named above
- You are authorized to possess for conservation education purposes the following nonreleasable eagle(s): O. 1 Gald Cagle
- 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.
- 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.
  - (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.
- You and any subpermittees must comply with the attached Standard Conditions for Live Eagle Exhibition Permits. These standard conditions are a combnustion of your permit conditions and must remain with your permit.



#### 1 of 2 Page 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

أأروا والمستعميرة الساياها التسيارات والجدي والإراب بماياتها

## Conditions and Authorizations:

- 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

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.
- 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. 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



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:

- 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.
- The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal; or other federal law.
- Valid for use by permittee named above. C.
- 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

According to the Paperwork Reduction And 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	FORM APPROVED OMB NO.: 0679-0038						
Information unless it displays a year Othe Source number. The year Othe control number for this information collection is 9579-0035. The time required to complete this information collection is estimated to average .26 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and metallicining the data sources, aftering and metallicining the data onces, and completing and reviewing the collection of information.	No license may be issued unless a completed application has been received (7 U.S.C. 2132-2 and the applicant is in compliance with the standards and regulations Section 2133.						
U.S. DEPARTMENTOF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE	do not use this space- officialuse only						
APPLICATION FOR LICENSE (TYPE OR PRINT)  X RENEWAL	SEND THE COMPLETED FORM TO: USDA APHIS ANIMAL CARE EASTERN 920 Main Campus Drive Suite 200 Raleigh, NC 27606-5210 (919) 855-7100						
	LICENSE NO./CUST NO RENEWAL DATE 121-C-0338 15-May-2017 AMOUNT DATE RECEIVED 12-May 17-Vi						
1. NAME(S) OF OWNER(S)AND MAILING ADDRESS County Of Nassau 2225 Washington Avenue Seaford, NY 11783 COUNTY: NASSAU TELEPHONE (516) 571 - 7443	2. ALL BUSINESS NAME, LOCATIONS, AND ALL SITES HOUSING ANIMALS (P. O. 502 not acceptable) 2225 Washington Avenue Seaford, NY 11783 County: Nassau TELEPHONE (5)6)571-7443						
3. If Previously Licensed – Name and address  4. Name and address of other Business(s) Handling animals in Which applicant/Licensee has an interest							
PREVIOUS LICENSE NO.: 5. TYPE OF LICENSE	6. DAYE OF LAST BUSINESS YEAR						
◇ A -Dealer (Breeder) ◇ B – Dealer ◇ C - Exhibitor	FROM TO						
7. NATURE OF BUSINESS (Check item that describes nature of your business)  \$\B - \text{Aquariums} \B \C - \text{Auction}\$	MO DAY YEAR MO DAY YEAR						
□ D - Breeder - □ E - Pets ' □ F - Roadside Zoo	0 1 0 1 1 7 1 2 3 1 1 7						
☐ G - Circus ☐ H - Animal Acts ☐ I - Carnival	8. TYPE OF ORGANIZATION  • Partnership • Corporation • Individual  • Other (Specify)						
□J-Drive thru □K-Pet Store □L-Broker  Zoo NATUGAL HISTORS MUSCUM							
9. LIST OWNERS,	PARTNERS, AND OFFICERS						
NAME AND TITLE	Address						
Robert Horrath - Animal Care Coordinative TACKAPAUSHA MUSEUM Dennis Houry - Assistant Nassau Co. Dept. Parks, Roc & Muse KAREZ FERMANDES - Assistant Scortis NYU 11783							
10. DEALER ONLY	11. EXHIBITOR ONLY (No. of animals holding now or held during the last business year, whichever is greater)						
TOTAL NO. OF ANIMALS PURCHASED IN THE LAST BUSINESS YEAR	DOGS RABBITS						
TOTAL NO. OF ANIMALS SOLD IN THE LAST BUSINESS YEAR	CATS   NONHUMAN PRIMATES						
TOTAL GROSS AMOUNT DERIVED FROM THE SALE OF ANIMALS	GUINEA PIGS - MARINE MAMMALS -						
DOLLAR AMOUNT OF WHICH FEE IS BASED (Sections 2.6 and 2.7)	HAMSTERS — WILD OR EXOTIC MAMMALS 19 OTHER (I.e., farm animals) (List See attached TOTAL: Species and No.)						
CERTIFICATION  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  13. NAME AND TITLE (Type or Print)  14. DATE							
APHIS FORM 7003 (Previous (JAN 1995)	editions are obsolete) (co.c. tropto e						

#### CERTIFICATION

Sworn to before me this 14 day of May

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

Notary Public	MATTHEW JAMES DILIBERTO NOTARY PUBLIC, State of New York No. 01Di6269225 Qualified in Nassau County Commission Expires September 24, 20%	
	siness: WILDIIFE IN NEED OF,	RESCUE AND REHAB. INC
By: ROBERT	HORVATH me oreald	
Print na	me -	

\_ ...

## 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:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint VentureNON PROFIT
Ltd. Liability CoClosely Held Corp50/C3Other (specify) 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
CATHY ST. PIENNE
DANIELLE KINCKINER
ROBERT AMOROSO
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 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

## Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See description of lobbying activities.	e below for a complete
NONE	
•	
(c) List whether and where the person/organization Nassau County, New York State):	is registered as a lobbyist (e.g.,
NONE	
The state of the s	
8. VERIFICATION: This section must be signed by a prin contractor or Vendor authorized as a signatory of the firm	
The undersigned affirms and so swears that he/she has reastatements and they are, to his/her knowledge, true and account of the statements and they are, to his/her knowledge, true and account of the statements and they are, to his/her knowledge, true and account of the statements are the statements and they are, to his/her knowledge, true and account of the statements are the statements are the statements and they are, to his/her knowledge, true and account of the statements are the	
Dated: 4-29-2018 Signed: Robin	C Stoward  CERT HORVATH  DENT
Print Name: 1805	ERT HORVATH
Tifle: アスモリス	$0 \epsilon \lambda T$

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.

#### 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. <u>Term</u>. This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019, unless sooner terminated as provided for herein.
- 2. <u>Program</u>. 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, obervations, etc.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. 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) <u>Vouchers: Voucher Review. Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting <u>Vouchers</u> 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) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "<u>Contractors Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. 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) <u>Prohibition of Gifts</u>. 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) <u>Disclosure of Conflicts of Interest</u>. 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (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 gerality 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. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 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, (<u>iii</u>) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (<u>iv</u>) 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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. 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.

{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.

## WILD LIFE IN NEED OF RESCUE AND REHABILITATION

By: Kobut Houald	
Name: ROBERT HORVATH	_
Title: PREJIDENT	_
Date: 5-1-2018	_
NASSAU COUNTY	
· · · · · · · · · · · · · · · · · · ·	
Ву:	
Name:	
	_
Title: County Executive	
(or) Chief Deputy County Executive	
(or) Deputy County Executive	
Date <sup>,</sup>	

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

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
OONT OF WARDING )
On the day of May in the year dolls before me personally came foliar forward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Mask is, that he or she is the foliar of wild life most of foliar 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. 01Dl6269225  Qualified in Nassau County  Commission Expires September 24, 2034
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On theday of in the year 2018before 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
wyorn, did denote and cay that he or she resides in the County of
ne 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

OP ID: SB

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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

Vendor Info:	
Name: David Lynn, DDS	Vendor ID#:
Address:	Contact Person: David Lynn
Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Carlo Ca	
	Phone:

Department:	
Contact Name: Keith Cromwell	Posterior .
Address: 2251 Hempstead TPK.	20 2
Building R	
East Meadow, NY 11554	
Phone: 516-572-5152	100
	<u> </u>

# **Routing Slip**

Department	NIFS Entry: X	27-MAR-18 KCROMWELL
Department	NIFS Approval: X	04-APR-18 KCROMWELL
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	19-APR-18 APERSICH
ОМВ	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

Leg. Affairs	Approval/Review: X	23-APR-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** 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.

Method of Procurement: Renewal Amendment #1 pursuant to option to renew in the original agreement (CQME17000001)

Procurement History: The original contract was \$1620.00 at \$90 per hour. This amendment renews for an additional year.

Description of General Provisions: \$90/hour for up to 18hours of forensic odontology services.

Impact on Funding / Price Analysis: 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.

Change in Contract from Prior Procurement: no change

Recommendation: (approve as submitted) Approve as submitted

## **Advisement Information**

BUDGE	T CODES
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524
Project #:	
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 1,620.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 0.00	
TOTAL	\$ 1,620.00	

LINE	INDEX/OBJECT CODE	AMOUNT
02	MEGEN1200 / DE524	\$ 1,620.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 1,620.00

# 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: \$162	0				
Amount to be encumbered: \$1620					
This is a Amendment					
If new contract - \$ amount should be full amount of If advisement – NIFA only needs to review if it is in If amendment - \$ amount should be full amount of a	creasing funds a		ount previous	ly approved t	oy NIFA
3. Contract Term: 04/01/2018 - 04/01/2019  Has work or services on this contract commend	ed? N				
If yes, please explain:					
4. Funding Source:					
X General Fund (GEN) Capital Improvement Fund (CAP) Other	Grant Fund (0	Fed Stat	eral % 0 e % 0 nty % 100		
Is the cash available for the full amount of the cont If not, will it require a future borrowing?	ract?		Y N		
Has the County Legislature approved the borrowin	g?		N/A		
Has NIFA approved the borrowing for this contract	?		N/A		
5. Provide a brief description (4 to 5 sentences	) of the item fo	r which this a	approval is i	equested:	
To provide forensic odontology services to the Medical Exam required to perform facial and dental examinations of unknown	iner's Office. 'n , badly mutilated a	This is a highly s nd decomposed i	pecialized field o podles to determ	f dentistry in whic ine positive ident	th the contractor is ification of the decedent.
6. Has the item requested herein followed all p	roper procedu	res and there	eby approve	d by the:	
Nassau County Attorney as to form	Υ				
Nassau County Committee and/or Legislature					
Date of approval(s) and citation to the resol	ution where ap	proval for th	is item was	provided:	

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

Gontract D	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 Approv al 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 deliberation s.

**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.



## OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: <u>DAVID LYNN, DDS</u>
CONTRACTOR ADDRESS:
FEDERAL TAX ID #: _
<i>Instructions:</i> Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.
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 n [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed
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 or
parties and by publication on the County procurement website. Proposals were due or [date]. [state #] proposals were received and evaluated. The
[date]. [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons or 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.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
☐ 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.

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

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

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

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

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

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

Teece Ally Department Head Signature

Date

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

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



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of t	Law in (a) b), beginning of ending owing Nassathe followir	the period beginning April 1, 2016 and ng April 1, 2018, the period beginning two
	(	
94-9 MH Club bit	шшшцишшшшшы, қорғул. ш	
<ol><li>VERIFICATION: This section must l Vendor authorized as a signatory of the f</li></ol>	be signed b irm for the	y a principal of the consultant, contractor or purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowle		
The undersigned further certifies and affi	rms that the	e contribution(s) to the campaign committees
identified above were made freely and wi	ithout dures	ss, threat or any promise of a governmental
benefit or in exchange for any benefit or	<u>remuneratio</u>	<u>on.</u>
. / / .		David S. Cyrn 115
Dated: 3 /2-0/18	Signed:	3/203
1 1	Print Nan	ne: Davids, Lynn DDS
	Title:	la i

## 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.

	PLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
	MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
AWA	
1.	Principal Name David Lynn 115
	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/_/ Doft Chief Exec. Officer/ / Secretary/_ Chief Financial Officer/ Partner/_/ Vice President/_/
	Chief Exec. Officer//
	Chief Financial Officer/ Partner/ Applicable
	Vice President
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.   You 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.	
		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.	

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

### CERTIFICATION

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

whall, 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 20th day of March 20/8

> DEBORAH FINAN NOTARY PUBLIC-STATE OF NEW YORK No. 01FI4758011 Qualified in Nassau County

My Commission Expires June 30, 2078

Print nam

Signature

### **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: 3/2-0/18		
1) Proposer's Legal Name: Javid Lynn		
2) Address of Place of Business:		
List all other business addresses used within last five years:  / Willwood Gate, Hickorite, PY //80/		
3) Mailing Address (if different):		
Phone: 516-935-4500		
Does the business own or rent its facilities? Our		
4) Dun and Bradstreet number: <u> </u>		
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 I	business have one or more affiliates, and/or is it a subsidiary of, or controlled by, business? Yes No If Yes, provide details
10)	County or name of bo	oposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No If Yes, state the onding agency, (if a bond), date, amount of bond and reason for such cancellation e: or details regarding the termination (if a contract)
11)	Has the pr If Yes, stat	oposer, during the past seven years, been declared bankrupt? Yes No te date, court jurisdiction, amount of liabilities and amount of assets
12)	affiliated b investigation the past 5 a criminal prosecution performed	five years, has this business and/or any of its owners and/or officers and/or any usiness, been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency, where such investigation was related to activities at, for, or on behalf of an affiliated business.  If Yes, provide details for each such investigation.
13)	affiliated be but not lim has any ov any govern agencies,	5 years, has this business and/or any of its owners and/or officers and/or any usiness been the subject of an investigation by any government agency, including ited to federal, state and local regulatory agencies? And/or, in the past 5 years, where and/or officer of an affiliated business been the subject of an investigation by ment agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated Yes No If Yes, provide details for each such investigation
	had, either charges pe	urrent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the extained to events that allegedly occurred during the time of employment by the 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 misdem 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 _v_ If Yes, provide details for each such occurrence	
business to respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _v_; If Yes, provide details for instance.	
16) For the past (5) tax years, has this business falled 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.		
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.	
17) Conflict of a) con	f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.	
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.	
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County	
b)	Please describe 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 Artential conflict arises, I will notify the townty of the promobil untiet, and have the county determine it 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.

E-Mail Address\_

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 Dr Cillian Nawrocki
	Address & Canva Ct
	City/State Mountsina, NT 11)66
	Telephone $63(-3)(-6)6$
	Fax# 63(-4)4-0128

Company Dr Richard Leveluk DDS
Contact Person Richard Jarchuk 103
Address I Valentines lace
City/State 111 Avoleville WY 11545
Telephone <u>516-)59-1310</u>
Fax#
E-Mail Address
company Iv Salvator Mancuso IIS
Company Ar Salvatore Mancuso JJS  Contact Person_ Salvatore Mancuso JJS
Contact Person Selveton Mancuso AAS
Address 400 Earth Dysterlay Pd,
Contact Person Solvetore Mancuso AAS  Address 400 Conth Dystenlay Pd,  City/State Micksville, MY 11801

### CERTIFICATION

the items contained in the foregoing pages of this attachments; that I supplied full and complete answind knowledge, information and belief; that I will notify circumstances occurring after the submission of the contract; and that all information supplied by many contracts.	AY RESULT IN RENDERING THE ISIBLE WITH RESPECT TO THE PRESENT OF SUBJECT THE PERSON MAKING THE Worn, state that I have read and understand all questionnaire and the following pages of wers to each item therein to the best of my the County in writing of any change in his questionnaire and before the execution of the is true to the best of my knowledge,
information and belief. I understand that the Count questionnaire as additional inducement to enter in entity.	
Sworn to before me this 20 th day of March	20 <u>/</u> 8
Defocat Finan Notary Public	DEBORAH FINAN NOTARY PUBLIC-STATE OF NEW YORK NO. 01F14758011 ———————————————————————————————————
Name of submitting business:	yra 115
By: David G. Cyne DDG Print name	· 
Signature	
Title UNIVER	<del></del>
<u> </u>	

# 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

### **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:

19 4 P4

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 113
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp fole Propriettor 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):
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.

Page 2 of 4		
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shal be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.		
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.		
(a) Name, title, business address and telephone number of lobbyist(s):		
Nose		

### 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: 3/20/18 Signed:
Print Name: Lavid S. Lynn JAS
Title: Dwrev

### Page 4 of 4

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

### <u>AMENDMENT NO. 1</u>

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

David Lynn, D.D.S
By:  Name:  Title:  Date:  3/30/19
NASSAU COUNTY
By:
Title: Deputy County Executive

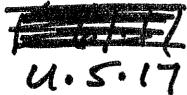
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU )	
haroin and which evacuted the chave instru	in the year 20/8 before me personally came ally known, who, being by me duly sworn, did depose of Nassau ; that he or she is the medical Exampethe corporation described ment; and that he or she signed his or her name of said corporation  Debock Juman  DeBORAH FINAN  NOTARY PUBLIC-STATE OF NEW YORK  NO. 01F14758011  Qualified in Nossau County
STATE OF NEW YORK)	My Commission Expires June 30, 20 16
)ss.:	
COUNTY OF NASSAU )	
and say that he or she resides in the County County Executive of the County of Nassau,	in the year 20 before me personally came lly known, who, being by me duly sworn, did depose of; that he or she is a Deputy the municipal corporation described herein and hat he or she signed his or her name thereto remment Law of Nassau County.

**NOTARY PUBLIC** 

# **Contract Details**

# Medical Examiner Service FORENSIC ODONTOLOGY



New ⊠ Renewal □	1) Mandated Program:	Yes 🗌	№ 🗌	
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌	
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No ⊠	
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🔲	No 🗵	
Blanket Resolution   RES#	5) Insurance Required	Yes 🗹	No ⊠	χ 6

# **Agency Information**

Name DAVID LYNN, DDS	Vendor ID#
Address	Contact Person
	DAVID LYNN, DDS
	Phone
	516-935-4500

# Routing Slip

Department    NIFS Entry (Dept)   NIFS Approval (Contractor Registered)   NIFS Approval (Contractor Registered)   NIFS Approval (Contractor Registered)   NIFS Approval (Contractor Registered)   Not required if blanket resolution   No	DATE Rec'd.	DEPARTMENT	Internal Verification	: -	DATE Appy'd& Fw'd.	SIGNATURE	Leg. Approval Required
Contractor Registered		Department			/2/1/n	Ten, Blighton	
OMB    Country Attorney   CA RE & Insurance			Contractor Registered	البلدا	111		
County Attorney   Verification   1/24/17   County Attorney   CA Approval as to form   1/24/17   County Attorney   CA Approval as to form   1/24/17   Legislative Affairs   Fw'd Original Contract to   1/24/17   County Attorney   NIFS Approval   1/24/17   Approv	alala	ОМІЗ			17/17	Louphy Chil.	
County Attorney  CA Approval as to form  Signal Contract to CA  County Attorney  NIFS Approval  Comptroller  NIFS Approval  Notarization  Notarization  Notarization  Yesk No	2/23/17	County Attorney			2/22/1	2 W. amati	1.4
County Attorney  NIFS Approval  Comptroller  NIFS Approval  State	1/2/1/2	County Attorney	CA Approval as to form	ď	1/20/17	- Life	Yesk No 🗆
Comptroller NIFS Approval 33dt Approval	3/4/61	Legislative Affairs			3/13/12/	Athan	
Comptroller MIS approval    3/4   County Executive   Notarization   36/4	,	County Attorney	NIFS Approval	V	3/16/11	Janty Al	
1 // // - 1 ( OUNTY ): VACUITYA :		Comptroller	NIFS Approval	Ø	3/30/	Dans AHan	13/24/17-
	3/4/1	County Executive	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		3/4/7	fant 21	-

### 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 Vaice Vote or 3-13-12
VOTING:
1786 7 eares Oaksteized O recused O
Legislators present:

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.
extens	tract was originally executed by Nassau County on [date]. This is a renewal of the contract, or an amendment within the recent of the contract.
relevar	pages are attached). The original contract was entered into
procur	gent method is DED three grandless like in the like in
a satisf	nent method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation intractor's performance for any contract to be renewed or extended. If the contractor has not received tory evaluation, the department must explain why the contractor should nevertheless be permitted use to contract with the county.
IV. □	ursuant to Executive Order No. 1 of 1993, as amended, at least three proposals
were	dicited and received. The attached memorandum from the department head
descr	es the proposals received, along with the cost of each proposal.
	. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	The attached memorandum contains a detailed explanation as to the reason(s) why the contract as awarded to other than the lowest-cost proposer. The attachment includes a specific delineation the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or hy the proposer has been judged to be able to perform more quickly than other proposers.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached and um from the department head explains why the department did not obtain three proposals.
	A. There are only one or two providers of the services sought or less than three providers ibmitted proposals. The memorandum describes how the contractor was determined to be the de source provider of the personal service needed or explains why only two proposals could be brained. If two proposals were obtained, the memorandum explains that the contract was awarded the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the oposer's unique and special experience, skill, or expertise, or its availability to perform in the ost immediate and timely manner.
	The memorandum explains that the contractor's selection was dictated by the terms of a federal New York State grant, by legislation or by a court order. (Copies of the relevant documents are cached).
:	Pursuant to General Municipal Law Section 104, the department is purchasing the services quired through a New York State Office of General Services contract, and the attached memorandum explains how the purchase is thin the scope of the terms of that contract.
<b>□</b> ]	Pursuant to General Municipal Law Section 119-0, the department is purchasing the services quired 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.
, · •
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

6. If such lobbyist is retained or ememployment, you must attach a copy of employment is oral, attach a written state of retainer or employment does not contained been authorized to lobby, separately	such document; a ement of the subs ain a signed auth	stance thereof. If the written agreement orization from the client by whom you
officers provided campaign contribution campaign committees of any of the follo	s pursuant to the wing Nassau Cothe following Nasrau Rate of the following Natroller, the District	unty elected officials or to the campaign assau County elected offices: the County at Attorney, or any County Legislator?
Information Technology ("IT") to be pos	sted on the Count	
I also understand that upon tern give written notice to the County Attorne	nination of retain by within thirty (	ner, employment or designation I must 30) days of termination.
VERIFICATION: The undersigned affire the foregoing statements and they are, to	ms and so swears his/her knowled	s that he/she has read and understood ge, true and accurate.
The undersigned further certifies and affi listed above were made freely and witho benefit or in exchange for any benefit or	ut duress, threat	tribution(s) to the campaign committees or any promise of a governmental
Dated:	Signed:	
	Print Name:	_ V David Low ADS
	Title:	UNILEV

### 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.

CON	MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO
SUE	BMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
AWA	L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
1.	Principal Name David Lynn 11 15
	Date of birth _
	Home addres
	City/state/zip_
	Business add
	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 / /
	Chairman of Board Shareholder Of Chief Exec. Officer Partner Aprical &
	Vice President
	(Other)
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.	years, investi- subject for, or respon	ition to the Information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed in anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a allowner or officer? YES NO If Yes; provide details for each such gation.
11.	respon proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you falled to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

### **Business History Form**

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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date:
1) Proposer's Legal Name: David Lynn
2) Address of Place of Business:
List all other business addresses used within last five years:
3) Mailing Address (if different): 0
Phone: 516-935-4500
Does the business own or rent its facilities? Own
4) Dun and Bradstreet number: 100
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:

	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
business trespect to	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each. Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
	alled response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict of a) con	f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe 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.  The trent that a Astentist would it are the properties of the properties of the properties of the county determine it are actual until the properties.

Company Richard Tearcher 1115
Contact Person Cicherd, Sarchut DDS
Address 5 Valentines Cone
City/State Old Brookwille, WY 11545
Telephone 516->59-/310
Fax #
E-Mail Address
Company Salvatore Mancy 115
Contact Person Salvatore Wanco 115
Contact Person Falvatore Hancuso 115 Address 400 Sinth Oxiterbay A Inite 104
Address 400 Sunth Oysterbay Rd Snite 104
Address 400 Sinth Oysterbay Rd Snite 104 City/State Hicksville, NY 11801
Address 400 Sunth Oysterbay Rd Snite 104

### 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

### Page 1 of 4

### COUNTY OF NASSAU

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

1. Name of the Entity: David S. Lynn 1)
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint VentureLtd. Liability CoClosely Held CorpPort = for 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):
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.

# Page 3 of 4 (b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities. (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State): 8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate. Dated: Signed:

Print Name:

Title:

### **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

#### 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. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of providing forensic odontology services to the Department (the "<u>Services</u>"). 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. <u>Payment</u>. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall 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) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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- 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

240 Old Country Road, Mineola, NY 11501, and (<u>iv</u>) 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) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 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.

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the 31 <sup>st</sup> day of January in the year 2017 before me personally came    David S Lynn DDS   to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassay; that he or she is the   ounter
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the day of to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ACARA 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.    FRANCIS X. DECKER II   Notary Public, State of New York   No. 01BE5073153   Qualified in Nassau County   Commission Expires February 18, 1999   2004

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.
- (1) 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:

l.	The chief executive officer of the Contractor is:
	David Lynn Als (Name)
	5 16 - 135 - 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:

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 02/06/2017

12:29 PM DOCUMENT HEADER LINK TO:

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL

DOCUMENT NUMBER : FINAN, DEBORAH, J.

INITIATING DEPT : ME

INPUT PERIOD (MM YYYY) : 02 2017 FEBRUARY

VENDOR NUMBER / SUFFIX : APPROVAL TYPE

VENDOR NAME :

VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

TREAS NO : BANK NUMBER

SINGLE CHECK : DUE DATE

DOCUMENT AMOUNT CURRENCY CODE : RESPONSIBLE UNIT : NUMBER OF LINES

TRANSACTION CODE HASH

NOTEPAD (Y OR N) : TERMS

POSTING/EDIT ERRORS

F5-NEXT

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER (COME! 7/00/00/00)

'AML4050 V4.2 NIFS PRODUCTION SYSTEM 02/06/2017

INK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 12:28 PM

OCUMENT : CQME17000001 - 01 INPUT PER: 02 2017 AMOUNT : 1,620.00 

RANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE OCUMENT REF:
RANS DESC. : FORENSIC ODONTOLOGY
RANS AMOUNT : 1,620.00
INDEX : MEGEN1200 FORENSIC MEDICINE
SUBOBJECT : DE524 MEDICAL/PSYCHIATRIC SERVICES
JCODE/ORD#/DRC :

FRANT FRANT 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,

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

Vendor Info:	
Name: SVAM International Inc.	Vendor ID#: 113190965-01
Address: 233 East Shore Road Great Neck, NY 11023	Contact Person: Allen Goldin
	Phone: 516-466-6655 x218

Department:		
Contact Name: Nancy Stanton ** copy to Vandana Manucha***	**Please return	final, sealed
Address: 240 Old Country Road		
Mineola, NY 11501	7-3 1-3 1-3 1-3 1-3	e e e e e e e e e e e e e e e e e e e
Phone: 516-571-4311		
		٠

## **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
ОМВ	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 HWILLIAMS
Leg. Affairs	Approval/Review: X	04-JUN-18 MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

Purpose: 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.

### Method of Procurement: RFP

Procurement History: 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

### Description of General Provisions: 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 is increased by \$2,400,000.00, of which \$1,700,000.00 is being encumbered at this time.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

<del></del>		
	The state of the s	
BUDGET CODES	FUNDING AMOUNT	- 1
	101101110	_

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
TOTAL	\$ 1,700,000,00

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
	TOTAL	\$ 1,700,000.00

# NIFA 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: \$240	0000		
Amount to be encumbered: \$1700000			
This is a Amendment			
If new contract - \$ amount should be full amount of If advisement - NIFA only needs to review if it is in If amendment - \$ amount should be full amount of	creasing funds above th	ne amount previously a	approved by NIFA
3. Contract Term: 11/16/15 to 11/15/2020 Has work or services on this contract commend	:ed? Y		
If yes, please explain: Ongoing ERP Project an	d IT Projects		
4. Funding Source:			
X General Fund (GEN) X Capital Improvement Fund (CAP) Other	Grant Fund (GRT)	Federal % 0 State % 0 County % 0	
Is the cash available for the full amount of the conti	ract?	N Y	
Has the County Legislature approved the borrowing	g?	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 requ	rested:
Supplemental staffing services for Nassau County¿s in to exercise the renewal option to extend this contract to addit to the contract for continued services. The contractor provide require additional staffing on an as-needed basis. Currently, t	s supplemental staffing servic	es to the County¿s Inf	ormation technology projects that
6. Has the item requested herein followed all p	roper procedures and	thereby approved b	y the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resolu	ution where approval	for this item was pro	vided:

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

Contract ID	Amount

### **AUTHORIZATION**

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

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:

! 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.

### <u>Authenticated User</u> <u>Date</u>

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication 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.

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.

OO: II V SI NIN 8III.

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
<u>Instructions:</u> Please check the appropriate box ("\sqrt{n}") 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.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; <b>OR</b> :
<b>B.</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.

□ <b>D.</b> 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.
<b>IX.</b> 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

## Exhibit A

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## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

## Exhibit A



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

	Law in (a) the (b), beginning and ending on twing Nassau C the following 1	period beginning April 1, 2016 and April 1, 2018, the period beginning two the date of this disclosure, to the County elected officials or to the campaign Nassau County elected offices: the County
Laura C	Curran 2017	
Lafaza	n For Legislato	r
2. VERIFICATION: This section must Vendor authorized as a signatory of the formula of the formula of the formula of the statements and they are, to his/her knowledges.	irm for the purnat he/she has	read and understood the foregoing
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: 6/5/2018	Signed: X	M International, Inc.  Al Wablay.  Vikas Dhablania
	Title:	Chief Operating Officer

## Exhibit B

1.



## 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

Page 2 of 4
·
77 74 day 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
A Deposite telepoine extinte and extent and the telepoine
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
NOIL

- 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 Information Technology ("IT") to be po		ent to the Nassau County Department of aty's website.
I also understand that upon tengive written notice to the County Attor		iner, employment or designation I must (30) days of termination.
VERIFICATION: The undersigned aff the foregoing statements and they are, t		
listed above were made freely and with	out duress, threat	ntribution(s) to the campaign committees or any promise of a governmental
benefit or in exchange for any benefit of Dated: 04/10/2018	Signed:	- duiller
1 1	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

40.084

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 Anii Kapoor	
	Date of birth 10 / 14 / 1958	
	Home address 14 Forte Drive	
	City/state/zipOld 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 / 1994Treasurer /	
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.	<u> </u>
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 inti de Mexico, Forte Holding and 280 F Owner of Interactive Communications & Systems (USA) Inc. patt 9/1/2015 and currently on officer.	 PAN.

6.	Secu	iny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES X NO, provide details. See attacked		
St.	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.	<ol> <li>In the past (5) years, have you and/or any affiliated businesses or not-for-profit.</li> <li>organizations listed in Section 5 in which you have been a principal owner or officer:</li> </ol>			
	ä.	Been debarred by any government agency from entering into contracts with that agency?  YES NOX 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 dealed 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? YESNOX 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 $\underline{X}$ 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.)				
	<u>a)</u>	is there any felony charge pending against you? YES NO $\underline{X}$ 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.		
	ď)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNOX 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?  YESNOX  If Yes, provide details for each such conviction.
	Ŋ	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,	investig subject for, or	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the tof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO _X _ If Yes, provide details for each such gation.
10	anti-tru includir	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO _X If Yes; provide details for each such pation.
11.	blocée: reshous	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YESNO_X if Yes; details for each such instance.
	ahhiirai	past 5 tax years, have you falled to file any required tax returns or falled to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO $\underline{x}$ If Yes, provide details for each such

### **CERTIFICATION**

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

I, Awil 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 // day of April 20/8

DOUGLAS K HYER
Notary Public - State of New York
NO. 01HY6206116
Qualified in Nassau County
My Commission Expires 1/21/21

SVAM International, Inv.

Ail Land

Print name

Signature

President & CEO

4 / 11 / 2018

Date

### PRINCIPAL QUESTIONNAIRE FORM

1.

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

Principal Name VIKAS DHABCANIA

	Date of birth 10 103 12 67
	Home address 140 PCAINVIEW RD
	City/state/zip WendRury, NY 17797
	Business address 233 GAST SHORE RD. SUITE 201
	City/state/zlip_GRPAT_NIGCK_NY_11023_
	Telephone 516- 466-6655 ETM: 214
	Other present address(es)
	Clty/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) CHICF OPERATING OFFICER 01/01/2000 - HIN claste
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.
<b>1.</b>	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.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.		
op:	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 X If Yes, provide details for each such instance.		
	đ.	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 duthe 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 any such business now the subject of any pending bankruptcy proceedings, wheneve initiated? If 'Yes', provide details for each such instance. (Provide a detailed respons questions checked "YES". If you need more space, photocopy the appropriate page attach it to the questionnaire.)		iptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of apticy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and		
	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 If Yes, provide details for each such charge.		
	<b>c</b> )	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.		
	ď)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X if Yes, provide details for each such conviction.		

	<b>e</b> )	misdemeanor?		ded, after trial or by pla for each such convict	•
	Ŋ	In the past 5 years, statutory charges? occurrence.	have you been found YES NO X	in violation of any adm If Yes, provide details	linistrative or for each such
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,	0, 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.	procee	se to Question 5 had	d any sanction impose pany professional licer	any other affiliated bus d as a result of judicial nse held? YES	or administrative
12.	applica	ible federal, state or	local taxes or other as	y required tax returns sessed charges, includ if Yes, provide deta	ding but not limited

### CERTIFICATION

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I, VIKAS DAADIANIA, 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.

DOUGLAS K HYER

Sworn to before me this  $\frac{1}{3}$  day of  $\frac{20/5}{2}$ 

Notary Public - State of New York

Ary Public - State of New York

NO. 01HY6206116

Qualified in Nassau County

My Commission Expires 9/21/21

SVAM International, Inc.

VIRAS

Signature

Chief Operating Officer

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 link. 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 MECK 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 OfficerO 1 / O 1 / 1995 Partner/_  Vice President/_ / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NOX 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 X NO; If Yes, provide details. INTERACTIVE COMMUNICATIONS & SYSTEMS
	WWW.icsus.com ( USA) Inc.

6.	OCCU	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO X., provide details.	
Ph	ovidė a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  I detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.	
<b>7</b> .	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.	
	G,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meef pre-qualification standards? YES NOX 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 NOX 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 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 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 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 If Yes, provide details for each such conviction.	

		misdemeanor?
		YES NO X If Yes, provide details for each such conviction.
	ħ	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.	investi subject for, or respor	ltion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the tof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	anti-tru includi	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ast investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a allowner or officer? YES NO _X If Yes; provide details for each such gation.
11,	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO if Yes, provide details for each such

### CERTIFICATION

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

I, Ashima Kapor, 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  $\mathcal{H}$  day of April 2018

*Dunlly* I han Notary Public

DOUGLAS K HYER

Notary Public - State of New York

NO. 01HY6206116

Qualified in Nassau County

My Commission Expires 4 2 2

SVAM International, Inc

Print name

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: _	4/11/2-018						
1) Pro <sub>l</sub>	poser's Legal Name: SVAM International, Inc.						
2) Add	lress of Place of Business: 233 East Shore Road, Suite 201, Great Neck, NY 11023						
List all o	other business addresses used within last five years:  NONE						
3) Mail	ling Address (if different): NONE						
Phone :	516-466-6655						
Does th	Does the business own or rent its facilities? RENT						
4) Dun	and Bradstreet number: 94-642-3985						
5) Fed	eral I.D. Number: 11-3190965						
	The proposer is a (check one): Sole Proprietorship Partnership Corporation X Other (Describe)						
busi	es this business share office space, staff, or equipment expenses with any other iness?  No _X If Yes, please provide details:						
prov	es this business control one or more other businesses? Yes X No If Yes, please vide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding,						

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled any other business? Yes X No If Yes, provide details. SVAM affiliates listed in response.					
	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 $\times$ 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).				
1)   	Has the proposer, during the past seven years, been declared bankrupt? YesNo _X_ if Yes, state date, court jurisdiction, amount of liabilities and amount of assets				
i i i i	n 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 nvestigation 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.				
-					
i i i	on 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.				
(	las any current or former director, owner or officer or managerial employee of this business ad, 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
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X_; If Yes, provide details for h instance.
pay any a limited to such yea	ast (6) tax years, has this business falled to file any required tax returns or falled to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
••	
Provide a del photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	Please disclose any conflicts of interest as outlined below. NOTE: If no efficts 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>b)</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

Manay 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

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.nvc.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: <a href="mail.cuny.edu">suman.taneia@mail.cuny.edu</a>

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

### 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 1 day of April 2018
Douglas K Hyer  Notary Public - State of New York  No. 01Hy6206116  Qualified in Nassau County/  My Commission Expires 1/21/2/
Name of submitting business: SVAM International, Inc.
By: ANIL KAPOOR Print name Signature
President & CEO Title
<u>4   1   2018</u> Date

### Empire State Development

October 16, 2014

File ID: 46500

Mr. Anii 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,

Arthur.

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

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



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-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 (<a href="https://www.nyc.gov/buyeertified">www.nyc.gov/buyeertified</a>) 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 <a href="mailto:bishein@sbs.nyc.gov">bishein@sbs.nyc.gov</a> 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 or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or muchashanye.gov.

Sincerely,

Alfred O. Milton
Director of Certification

Malo Millon



# Division of Economic and Financial Opportunity

## Svam International, Inc

Minority-owned Business Enterprise (MBE). Program at the New York City Department of Small Business Services and is therefore certified as a This certificate acknowledges that this company has met the criteria as established by the MBE

Certificate Number:

MWCERT-7857

Expires on:

2/27/2020

Bill de Blasio, Mayor

aria Torres-Springer, Commis

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity 110 William Street, New York, NY 10038 212-513-6311 www.nyc.gov/shs

### MBE CERTIFIED

Svam 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 fer 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 Tamaulinas.
- COMAPA Tampico (Water Services Company).
- 6. COMAPA Victoria (Water Services Company).
- Tamatan Zoo.
- 8. Tamaulipus 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 Tampalipas 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 KML 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.

## SVANNINTERNATIONALIRE MENIOS, GUDERLI DE LA LETTOR COMTRACTE SIGNED WITH STARTING CUIENTE

*	doland	Automatic renewal	September 2013 - March 2014	April 2014 - December 2016	May 2014 - December 2016	May-2014 - December 2016	January - June 2015	April 2015 - December 2016	April 2015 - December 2016	July 2015	WAL July 2015 - September 2016	September 2015 - October 2016	January - December 2016	Danuary - December 2016	July - December 2016
	CLEMINAME.	TIEDAS GRAND, S.A. DE C.V.	ARECON, S.A. DE C.V.	TRW VEHICLESAFETY SYSTEMS DE MEXICO S DE RL DE CV	TRW SISTEMAS DE DIRECCIONES S DE RL DE CV	TELEPLAN DE MEXICO SA DE CV	JOHNSON CONTROLS BE SERVICIOS MEXICO S DE RL DE CV	TRW OCCUPANT RESTRAINTS DE CHIHUAHUA S DE RE DE CV	TRIV STEERING WHEEL SYSTEMS DE CHIHUAHUA'S DE RI, DE CV.	FRANWELL, INC	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITECNICO NACIONAL	Franwell, inc	FRENOS Y MECANISMOS S'DE RL'DE CV	TRW SISTEMAS DE PRENADO'S DE RL DE CV	EUROFREN INVESTMENT S. DE R.L. DE C.V.
	NUMBER	1	2	æ	*	ហ	9	7	· 003	ĊΝ	10	E.	22	13	14

### SVAM INTERNATIONAL DENIENCO, S. DERLADERA. Vatage contracas menanthemane authory

	ESTATION	PERMOD
, if	GONSULTORA MEXICANA DE NEGOCIOS	Sentember 2013 - November 2013
2	CONSULTORA MEXICANA DE NEGOCIÓS	Sentember 2013 - December 2013
3	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - January 2014
4	TRANSPAIS UNICO, S.A. DE C.V.	September 2013 - September 2014
·¥η	CONSULTORA MEXICANA DE NEGOCIOS	January - February 2014
9	COMAPAZONA CONURBADA	March - December 2014
7	TRANSPAIS ÚNICO, S.A. DE C.Y.	September 2014 - September 2015
63	CONAPA ZONA CONURBADA	April - December 2015
G	COMAPA ZONA CONURBADA	September - December 2016
10.	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	September - December 2014
ij	FIDEICOMISO FÓNDO MIXTO - CÓNACYT	September 2015- August 2016
12	TRANSPAIS UNICO, S.A. DE.C.V.	September 2015 - September 2016
13	SECKETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	December 2014 - April 2015
1.4	SECRETARÍA DE FINANZAS DEL GOBIERNO DEL ESTADO DE TAMÁCILIPAS	April 2015 - June 2016
13	VITEMEX	August 2016 - February 2017
16	SCHOOLAR TECHNOLOGIES LCC	May - September 2016
17	SCHOOLAR TECHNOLOGIES LCC	October - December 2016
.18	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITECNICO NACIONAL	December 2016

### North Shore Technologies Contracts

New Okhla Industrial Development Authority
 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 Co.	le: Graat Neck, NY 11-23	Market					
2. Entity's Vendor Idea	ntification Number: 11-319098	The state of the s					
3. Type of Business:	Public CorpPartnership	Joint Venture					
Ltd. Liability Co	X Closely Held Corp	Other (specify)					
Directors or comparab	le body, all partners and limited	l individuals serving on the Board of partners, all corporate officers, all parties ited liability companies (attach additional					
Anii Kapoor, 14 F	orte Drive, Old Westbury, NY 1:156	38					
Ashima Kapoor,	14 Forts Drive, Old Westbury, NY	1588					
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.  And Kapoor, 14 Forte Drive, Old Westbury, NY 11797							
Anii Napoor, 14 Porte Linye; Ust viestoury, 14Y 11797							

### Page 3 of 4

BUTTO AND ADDRESS OF THE PARTY			None	<b>:</b>	
в.					-
-					
Nassau	(c) List County	t who	ether and whow York Sta	nere the person/orgate):	unization is registered as a lobbyist (e.g.,
···			None	9	
				,	
8. VER contract	IFICA' tor or V	TION Vend	N: This secti or authorize	on must be signed d as a signatory of	by a principal of the consultant, the firm for the purpose of executing Contracts.
				o swears that he/sho her knowledge, tru	e has read and understood the foregoing e and accurate.
Dated:_	04	10	2018	Signed:	duiler.
		ı	1	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 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:	Interactive Communications & Systems (USA) Inc.
Address:	233 East Shore Road
City, State and Zip Code	Great Neck, NY 11023
2. Entity's Vendor Ident	ification Number: 11-3275989
3. Type of Business:	Public Corp Partnership Joint Venture
Lid, Liability Co	Closely Held CorpOther (specify)
Directors or comparable	ses of all principals; that is, all individuals serving on the Board of body, all partners and limited partners, all corporate officers, all parties I members and officers of limited liability companies (attach additional
Ashima Kapoor	, 14 Forte Drive, Old Westbury, NY 11568
Anii Kapoor, 14	Forte Drive, Old Westbury, NY 11568
· · · · · · · · · · · · · · · · · · ·	
r	
5. List names and address shareholder is not an indi	ses of all shareholders, members, or partners of the firm. If the vidual, list the individual shareholders/partners/members. If a Publicly a copy of the 10K in lieu of completing this section.
Ashima Kapoor,	14 Forte Drive, Old Westbury, NY 11688

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
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

:

:

:

:

:

### Page 3 of 4

None		
biother/read	<u>.</u>	
Walter		
(c) List whether and whe Nassau County, New York State		ganization is registered as a lobbyist (e.g.,
None		
8. VERIFICATION: This section contractor or Vendor authorized	n must be signed as a signatory of	I by a principal of the consultant, f the firm for the purpose of executing Contracts
The undersigned affirms and so statements and they are, to his/he		ne has read and understood the foregoing ue and accurate.
Dated: 04 10 2018	Signed:	duiler.
, .	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 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

I. 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 CorpPartnershipJoint 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);
Anii 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 neld Corporation, include a copy of the 10K in lieu of completing this section.
Anii Kapoor - 14 Forte Drive, Old Westbury, NY 11568

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line I. 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
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.). 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

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(c) List whether and where t Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
NONI	E
8. VERIFICATION: This section m contractor or Vendor authorized as	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	ears that he/she has read and understood the foregoing knowledge, true and accurate.
Dated: 04 10 2018	Signed: Quilan
	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 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: FORTE HOLDING CORP.
Address: 233 East Shore Road
City, State and Zip Code: Great Nack, NY 11023
2. Entity's Vendor Identification Number: 26-3852049
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoX_Closely Held Corp_atmateOther (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):
Anii 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 IOK in lieu of completing this section.
Anii Kapoor - 14 Forte Drive, Old Westbury, NY 11568

### Page 3 of 4

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(c) Nassau Co	List wh unty, N	nether and whe lew York State	re the person/org	ganization is registered as a lobbyist (e.g.,
		None		
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				I by a principal of the consultant,  f the firm for the purpose of executing Contrac
			swears that he/sl er knowledge, tr	ne has read and understood the foregoing ue and accurate.
Dated:	04/10	2018	Signed:	duiler
	*	•		: 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 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: Logix Techno Park, 1st Fl, Tower B, Plot #5, Sector # 127
City, State and Zip Code: Noida - 201301, UP 1 FILT A
2. Entity's Vendor Identification Number: AAACN9477H
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp _affiliatedOther (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 Kapcor, 14 Forte Dr. Old Westbury, NY 11568
Ashima Kapoor, 14 Forte Dr. Old Westbury, NY 11568
Ajay Kumar Zalpuri, Tower B, 1st Fi, 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.
Anii Kapoor, 14 Foite Drive, Old Westbury, NY 11568
Ashima Kapoor, 14 Forte Drive, Old Westbury, NY 11598

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure she updated to include affiliated or subsidiary companies not previously disclosed that participant 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
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 of 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

			None		
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			er and when York State		ganization is registered as a lobbyist (e.g.,
			None		
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					l by a principal of the consultant, f the firm for the purpose of executing Contract:
				swears that he/sh or knowledge, tru	ne has read and understood the foregoing
Statemen	is and a	icy a	ire, to mis/ne	r knowledge, ut	
Dated:	04	10	2018	Signed:	diviler.
<u></u>		1			
				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

Name of the Entity: SVAM International de Mexico
Address: Av. del Software S/N, Parque Cientifico y Technitogico TECHNOTAM
City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138
2. Entity's Vendor Identification Number: SIM080812HKO
3. Type of Business;Public CorpPartnershipJoint Venture
Ltd. Liability Co _x_Closely Held Corp _affiliateOther (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.
Anii Kapoor - 14 Forte Drive, Old Westbury, NY 11568
Robert Hart - 11332 Seaside Lane, Frisco, TX 75035
Satya Sharma - 6 Kenwood St, Setauket, NY 11733

## Page 3 of 4

None	
47	
(c) List whether and where the Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
None	
	· · · · · · · · · · · · · · · · · · ·
8. VERIFICATION: This section in	nust 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 swistatements and they are, to his/her leads to his/her lead	ears that he/she has read and understood the foregoing knowledge, true and accurate.
Dated: 04 10 2018	Signed: Quilly.
, .	Print Name: Anit 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 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 "<u>ERP System</u>");

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. <u>Term Renewal.</u> 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. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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: Juil On-						
Name: ANIL GAPOOR.						
Title: PRESIDENT & CAO						
Date: 4/11/2018						
NASSAU COUNTY						
Ву:						
Name:						
Title: Deputy County Executive						
_						

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

) SS.:
COLINTY OF MACCALLY
COUNTY OF NASSAU)
On the 11th 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  Pesident & 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  Notary Public - State of New York  NO. 01HY8206116  Qualified in Nassau County  My Commission Expires 1/21/2/  My Commission Expires 1/21/2/
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
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

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).

PRODUCER	CONTACT NAME:					
Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042	PHONE (A/C, No, Ext); 516 538-7000 (A/C, No): 15 E-MAIL ADDRESS:	5163903555				
516 538-7000	INSURER(S) AFFORDING COVERAGE					
516 536-7000	INSURER A : St. Paul Guardian Insurance	24775				
INSURED	INSURER B: Travelers Indemnity Company	25658				
SVAM International, Inc.	INSURER C : Ace American Ins. Co.					
233 East Shore Road # 201	INSURER D : Federal Insurance Co	20281				
Great Neck, NY 11023	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.

SR TYPE OF INSURANCE		ADDISUBRI						
	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
GENERAL LIABILITY	x	X	ZLP12T361341	03/25/2018	03/25/2019		\$1,000,000	
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
CLAIMS-MADE X 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	
							\$	
		X	BA5993P63117	03/25/2018	03/25/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							\$	
X OCCUR		X	ZUP12T363671	03/25/2018	03/25/2019	EACH OCCURRENCE	\$10,000,000	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000	
WORKERS COMPENSATION							\$	
AND EMPLOYERS' LIABILITY		X	HOUB0D363512	03/25/2018	03/25/2019	WC STATU- OTH- TORY LIMITS FER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000	
(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
Professional Liab			G46618531 002	03/25/2018	03/25/2019	5,000,000 Aggregate		
						50,000 Retention		
Crime			68032971	10/20/2017	10/30/2018		educ	
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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
1	Stanley separing

1 of 1

### **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. <u>Term Renewal.</u> 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. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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 INTE	RNATIONAL, INC.
7	duil les
Ву:	<del></del>
Name:	ANIL KAPOOR
Title:	PRESIDENT & GEO
Date:	4/11/2018
NASSAU COI	UNTY
By:	
Name:	
Title: Deput	y County Executive

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

STATE OF NEW YORK)
) ss.: COUNTY OF NASSAU )
On the 11th 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  Notary Public - State of New York  NO. 01HY6206116  Qualified in Nassau County  My Commission Expires 9/21/21
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

Client#: 46703

SVAMI

ACORD.

GEN'L AGGREGATE LIMIT APPLIES PER:

## 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(les) 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).

CONTACT NAME: PRODUCER Rampart Brokerage Corp. PHONE (A/C, No, Ext): 516 538-7000 E-MAIL FAX (A/C, No): 15163903555 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 insurer(s) affording coverage NAIC # 516 538-7000 INSURER A : St. Paul Guardian insurance 24775 INSURER B: Travelers Indemnity Company INSURED 25658 SVAM International, Inc. INSURER C : Ace American Ins. Co. 22667 233 East Shore Road # 201 INSURER D : Federal Insurance Co 20281 Great Neck, NY 11023 MSURER E: IMCHDED E

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VSR TR				BR /D	POLICY NUMBER	POLICY EFF POLICY EXP LIMITS			S
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PRO-JECT POLICY 03/25/2018 03/25/2019 COMBINED SINGLE LIMIT (Ea gooldon) AUTOMOBILE LIABILITY BA5993P63117 1,000,000 R BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X X HIRED AUTOS UMBRELLA LIAB В X 03/25/2018 03/25/2019 EACH OCCURRENCE Х X ZUP12T363671 \$10,000,000 occur EXCESS LIAB \$10,000,000 AGGREGATE CLAIMS-MADE DED X RETENTION \$10000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY HOUB0D363512 03/25/2018 03/25/2019 TORY LIMITS В \$1.000.000 E,L, EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Ν E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 03/25/2018 03/25/2019 5,000,000 Aggregate C Professional Llab G46618531 002

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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.				
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50,000 Retention

PRODUCTS - COMP/OP AGG \\$2,000,000



Contract ID#: CQIT15000017



# Department: Information Technology

Contract Details		SERVIC	CE <u>Supplemental S</u>	taffing
NIFS ID #: <u>COIT15000017</u>	NIFS Entry	Date: <u>7/07/2015</u> Te	erm: from <u>Executi</u> c	
New 🛛 Renewal 🔲	1) Mandated Program:		Yes 🗀	No 🗵
Amendment 🔲	2) Comptroller Approval Form At	tached:	Yes 🛛	No 🗆
Time Extension	3) CSEA Agmt, § 32 Compliance	Attached:	Yes	No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. D	isclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution 🔲 RES#	5) Insurance Required			
Agency Informations Information Informati	Verticies  Vendor ID# (1319096-0]	Department Contact Ed Bisonstein	nnty Die gell	HEIGHTE
			аррго	ved contract to ma Manucha
Address 233 East Shore Road # 201 Great Neck, NY 11023	Contact Person Allen Goldin	Address 240 Old Country Road Mincola, NY 11803		•
	Phone (516) 466-6655 x218	Phone (516) 571-4265	<u> </u>	
Routing Slip	La latkinji ventronko a salivska	SIGNAPURK		
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OMB	Contractor Registered 7/14/15	No fee		
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7215 County Attorney	CA Approval as to form 1/24/5	Form P. J. Page	1. P.	
Legislative Affairs	Fw'd Original Contract to	The state of the s	T Other	121
County Attorney	NIFS Approval	1 7 S. C. W.		
Comptroller	MIFS Approval	The Rue		
%/1/1 County Executive	Notarization Filed with Clerk of the Leg. 71/1	CHI		<u> </u>

## 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 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 Nelland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Stove 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:

- 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.
- 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.
- 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 yender should submit offer(s) to provide the supplemental staffing services needed under the SOW by:
  - Indicating an hourly rate that is equal to or less than the rate listed in the contract.
  - Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. b.
  - 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 \$7,500,000.08. 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

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Fund:	<u>rt</u>				
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Resp:	1000				
Object:	DE				
Transaction:	500				

Revenue Contract	ANOLNIS KSSSSSSS
County	\$0.01
Federal	\$
State	. \$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	TANDIA VORDINE PLEODIC	AMOUNT
1	TTGEN1000/DE500	\$0.01
2	<u> </u>	\$
3		\$
4		\$
55		\$
6		\$
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## RULES RESOLUTION NO 22/2014

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.

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.

	SVAM International Inc.
CONTRACTOR ADDRESS:	233 East Shore road #201, Great Neck, NY 11023
FEDERAL TAX ID #:	113190965-01
Instructions Plages check the	appropriate box ("\overline{\pi}") after one of the following
roman numerals, and provide all  I. □ The contract was awarded to	the requested information.  the lowest, responsible bidder after advertisement
roman numerals, and provide all  I. □ The contract was awarded to	the requested information.
roman numerals, and provide all  I.   The contract was awarded to for sealed bids. The contract was	the requested information.  the lowest, responsible bidder after advertisement s awarded after a request for sealed bids was published [newspaper] on

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 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
The contract was originally executed by Nassau County on [date]. This is renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered in after
[descrit 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 no received a satisfactory evaluation, the department must explain why the contractor should nevertheless to permitted to continue to contract with the country.
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.

	require	d throu	igh an in	ter-municipa	ıl agreemen	t. ·			•		
VI.	This	is a	humay	services	contract	with:	a not-for-	-profit	agency	for	which a
comp	etitive	proc	ess has	not been	initiated.	Attache	ed is a mem	orandum	that expl	ains t	he reasons
for ent	ering in	to this	contract	without co	nducting a	competit	ive process	, and det	ails when	the o	departmen:
intends	s to initi	ate a c	ompetitiv	ve process fo	or the future	award o	f these serv	rices. For	any such	contr	ract, where
the ver	ndor has	previ	ously pro	ovided servi	ces to the c	ounty, a	ttach a cop	y of the :	most rece	nt ev	aluation of
the ver	idor's p	erform	ance. If	the contract	or has not re	eceived	a satisfactor	y evalua	tion, the	lepari	ment mus

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

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  $\varepsilon$  compelling need to continue services through the same provider. In those circumstances, attach ar explanation of why a competitive process and/or performance evaluation is inapplicable.

explain why the contractor should nevertheless be permitted to contract with the county.

VII. 

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

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

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

Department Head Signature

Date

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

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



June 11, 2015 -

## To Whom It May Concern

This is to confirm that the following are Officers and Managers of SVAM International, Inc.

Name	litle	% of Ownership
Anil Kapoor	President & CEO	100%
Vikas Dhablania	соо	
Ashima Kapoor	CFO	
Allen Goldin	Director	

Thank you,

Allen Goldin

Director

DOLLAF

## SVAM INTERNATIONAL, INC.

233 EAST SHORE RD., SUITE 201 GREAT NECK, NY 11023

CHASE 🗅 IPMorgan Chase Bank, N.A. www.Chase.com 1-2-210

6/12/2015

PAY TO THE ORDER OF

Nassau County

\*\*533.00

Nassau County Office of Community Development 40 Main Street, 1st floor Hempstead, NY 11550

МЕМО

Administrative Fee

1131EPE25P2

SVAM INTERNATIONAL, INC.

Nassau County Office Expenses

6/12/2015

AUTHORIZED SIGNATURE

533.00

171

A/C 692639318

Administrative Fee

#001768# #021000021#

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. <u>Services</u>. 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.
- 3. Payment. (a) Amount of Consideration, (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall 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) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (g) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) 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) <u>Non-Disclosure Agreement (NDA)</u>. 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

- (c) <u>Staffing and Personnel</u>. 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 preexisting 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), items(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), items(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (lii) 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 15. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (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) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 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. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
  - (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the

earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

- 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. <u>Financial Deterioration of Vendor</u>. 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. <u>Force Majeure</u>. 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: duller
Name: Anil Kapoor
Title: President
Date: 6/15/2015
NASSAU COUNTY
Ву:
Name: Charles Bank
Title: _ Deputy County Executive
Date: [//6//

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
OUNTY 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 CAPRION  Notary Public, State of New York  No. 01CA6294194  Qualified in Queens County  Commission Expires December 16, 2017
STATE OF NEW YORK)
COUNTY OF NASSAU )
On the 1/2 day of November in the year 2015 before me personally came has to Kibando to me personally known, who, being by me duly sworn,
did depose and say that he or she resides in the County of Massatt ; 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. Concella a. Vitrercci

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Commission Explices April 02, 2011,0

#### 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				
Category Number	Support Service Gategory	Leyel 1 Rate	Level 2	Level 3
l Munioers	Labor Support Services	Rate	Rate	Rate
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
<u>-</u> 5	Database Management Services	\$100,00	\$120.00	\$140.00
6	EDMS Services	\$110,00	\$130.00	\$150.00
7	IT Training Services	3110.00	3130.00	\$120,00
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	\$130.00
11	Computer Programming Services	\$100.00	\$125.00	\$150.00
$\frac{11}{12}$	System Programming Services	\$80.00	\$100.00	\$130.00
13	GIS Services	\$110.00	\$125.00	\$140.00
14	IT Support Staff Services – Data Center Operations	\$70.00	\$85.00	\$140.00
15	Network Security Services – Data Center Operations	\$125.00	\$150.00	\$175.00
16	·	<del></del>		\$175.00
10	Computer Systems Security Services \$105.00 \$125.00 \$  Telecommunication Services (Analog Phone/ Digital   decade   decad		\$120.00	
17	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			\$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

### Qualification Levels

<u>Level 1</u> – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

<u>Level 2</u> – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.

<u>Level 3</u> – Individuals with ten (10) or more years' experience within the specific Support Service Category.

<u>Please Note</u>: The following Support Service Categories are employed to supplement or augment current Information Technology staff.

Support Service Category Number	Support Service Category 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.

Support Service Categories			
Support Service Category Number	Support Service Category	Description	
3	Help Desk Support Services	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.	
		Must have and maintain a valid and clean driver's license.  Must be able to provide transportation.	
4	Desktop Support Services	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.  Must have and maintain a valid and clean driver's license.	
5	Database Management Services	Must be able to provide transportation.  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.	

Committee of the second second second second	ervice Categories	and the second service the second second second second second second second second second second second second
Support		
Service		
Category	Support Service	
Number	Category	Description
\$12 himbor	CALCEUIS	
		Services specific to Electronic Document Management
, .	}	Systems (EDMS).
!		
ı	ĺ	• Professional Services - Tasks may include, but are
1	· ·	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
6	EDMS Services	electronic to new system/ media), performance
U	POINTO DELVICES	monitoring/measurement, systems stress testing/
		benchmarking, collaborative tools (implies BPR),
}		advising, briefings/presentation, document and
		records retention/archiving.
1		Programming Services - Tasks may include, but are
ì		not limited to, programming, systems analysis,
	}	project management, workflow management,
<b>\</b>	1	document tracking, database management, systems
1	}	design, development, implementation and training.
}		Requires specialized skill sets and experience with
1		enterprise systems, languages, technologies and
		communications.
		Services for all aspects of training of County personnel
1	}	utilizing classroom training, media-based training,
		internet-based training and any other type(s) of training
7	IT Training	required by the County. Tasks may include, but are not
	Services	limited to, needs assessment, needs analysis, skills gap
1	Der Alces	analysis, training plans, training management software
]		
1		tools, course materials, course development and Help
L	<u></u>	Desk training support.

Support Service Categories			
Support Service Category Number	Support Service Category	Description	
8	Electronic Commerce/ EDI Services	Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.  • Professional Services - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.	
		Programming Services - 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.	
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.	

Support	AVICE CAVEGOTICS	
Service -		
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Category	Support Service	
Number	Category	Description
		Design, develop, and support County computer
}		applications. Tasks may include, but are not limited to,
}	•	analysis, requirements definition, design, development,
į į		enhancement, data/commercial off the shelf (COTS)
ļ	<b>O</b>	integration, software upgrades, software/data conversion,
	Computer	migration, change management, installation,
11	Programming	implementation of data models/database designs/ data
	Services	updates, debugging, testing, troubleshooting, diagnosis,
		issue resolution, support, project management, training,
Į l	,	script creation, job scheduling, interfacing,
(		backup/recovery, performance tuning, utilities and
	,`	management software, maintenance, documentation,
<u>                                     </u>		reporting, procedures and best practices.
<b>'</b>	System	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the
10	. ~	County. Tasks may include, but are not limited to,
12	Programming	requirements definition, updating, installation and System
1	Services	Generation programming.
		Services specific to various forms of Geographic Information
1		Systems (GIS):
		Project Support Services - Knowledge of GIS system,
<b>}</b>		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,
	<b>!</b>	advising, maintenance, presentations, documentation,
		and various other forms of Geographic Information
{	1	Systems (GIS).
13	GIS Services	
)		Programming/ Analysis Services - Expert knowledge of  Output  Out
}	}	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
	1	(GIS) that requires specialized skill sets and experience
		with enterprise systems, languages, technologies and
		communications.
L	<u></u>	OUTHITUTIONS.

Support Service Categories			
Support Service Category Number	Support Service Cafegory	Description	
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	<ul> <li>Professional Services - 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>Other Services - 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	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.	

artice Categories	
THE REPORT OF THE PARTY OF THE	
Category	Description
	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,
Talegammunication	installation, implementation, configuration, scripting,
	integration, testing, modification, documentation, research,
	advise, recommend, strategic planning, maintenance,
Phone/ Digital	monitoring, troubleshooting, issue/service disruption/
Phone/VoIP)	
,	service convergence/ interconnection resolution, use
	various electronic test equipment, repair, quality assurance,
,	security, reporting, standards, procedures and maintain
	inventory.
	`-
	Must have and maintain a valid and clean driver's license.
	Must be able to provide transportation.
	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:
	l .
	Software documentation for all types of audiences, from
§ Services	novice end users to system administrators, database
	developers and programmers.
j	Online help and web-based help.
	Product specifications.
· ·	Project planning & management.
1	Production and printing documentation.
<b>.</b>	• Indexing of printed and online documents.
<b>\</b>	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.
	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)

Support Service Categories			
Support Service Category	Support Service		
Number	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.  • Programmatic Support — Tasks may include, but are not limited to:  • Web Designers - Graphic development of new content areas on site, ILWWCM education/support.  • Java Programmers — JSP understanding, web development, work with vendors.  • Technical Support - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.	

Supp	ort Se	ervice Categories	
Supi Serv Cate	zice gory	Support Service	
Num	iber	Category	Description
2	2	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.
2	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.
	25	Wiring Technical Services	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 handson 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.

Support	ervice Categories						
Support Service Category Number	Support Service Category	Description					
26	Wireless Networking Services	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	Network Support Services	• • • • • • • • • • • • • • • • • • • •					
28	Server Support Services	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.  Must have a valid and clean driver's license. Must be able to provide transportation.					

Support Service Category	ervice Categories Support Service	
Number	Category	Enterprise Services — 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&V) testing.
		Graphics and Presentation - 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.
		Middleware Integration - 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.
29	Project Support Services	Operational - 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.
		Organizational - 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.
		Planning - 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.
		Research and Analysis - 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.

### 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 Womenowned 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.
- (1) 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,

- 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:

Anil Kapoor	(Name)
233 East Shore Road, Sulte 201, Great Neck, NY 11023	(Address)
516-466-6655 x215 (Tel	ephone Number)
The Contractor agrees to either (1) comply with the requirementy Living Wage Law or (2) as applicable, obtain a we requirements of the Law pursuant to section 9 of the Law Contractor does not comply with the requirements of the of the requirements of the Law, and such Contractor estable of the Department that at the time of execution of this Agreesonable certainty that it would receive such waiver base Rules pertaining to waivers, the County will agree to term	aiver of the In the event that the Law or obtain a waiver Slishes to the satisfaction reement, it had a sed on the Law and
without imposing costs or seeking damages against the C	ontractor,
without imposing costs or seeking damages against the Contractor has×_ has not a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupation violation has been assessed against the Contractor, descriptions.	t been found by a court local laws regulating onal safety and health. I
In the past five years, Contractor has has no or a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupations.	t been found by a court local laws regulating onal safety and health. I
In the past five years, Contractor has has no or a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupations.	t been found by a court local laws regulating onal safety and health. I
In the past five years, Contractor has has no or a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupations.	t been found by a court local laws regulating onal safety and health. I
In the past five years, Contractor has has no or a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupations.	t been found by a court local laws regulating onal safety and health. I
In the past five years, Contractor has has no or a government agency to have violated federal, state, or payment of wages or benefits, labor relations, or occupations.	t been found by a court local laws regulating onal safety and health. I

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. I hereb	
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.
and be	by certify that I have read the foregoing statement and, to the best of my knowledge elief, it is true, correct and complete. Any statement or representation made herein be accurate and true as of the date stated below.
6/1	5/2015 Aut/CA
Dated	Signature of Chief Executive Officer
	Anil Kapoor  Name of Chief Executive Officer
_15	MELINDA CAPRION Notary Public, State of New York No. 01CA6294194 Qualified in Queens County Commission Expires December 16, 2017

12	片	10	g	00		6	ъ	4	w	Category Number	SS Response
System Programming Services	Computer Programming Services	Microsoft Exchange Services	Project Management Services	Electronic Commerce/EDI Anthony Paganini Services		EDMS Services	Database Management Services	Desktop Support Services Alex Demaio	Help Desk Support Services	Service Category	
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# 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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## 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

Bidder's Conference/Vendor Questions
Question Responses
Proposal Due Date
Oral Presentation, if necessary
Award Date

January 20, 2015
February 4, 2015
February 23, 2015
March 30, 2015
Week of April 20, 2015
On or about May 18, 2015

Dates indicated above are subject to change at the sole discretion of the County.

#### C. Scope of Services

NCTT 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.

#### 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
- 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

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 <a href="https://eproc.nassaucountyny.gov/SupplierRegister">https://eproc.nassaucountyny.gov/SupplierRegister</a>.

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

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.

## 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.

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.
- 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	TT Service Category	Level 1	Level 2	Level 3
Number 3	11 Service Category	Rate S	Rate	Rafe
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 Sérvice Category	Level 1 Rate	Level 2 Rate	THE STATE OF STATE OF
13	GIS Services	\$	\$	\$
14	IT Support Staff Services - Data Center Operations	\$	\$	\$
15	Network Security Services	\$	\$	\$
16	Computer Systems Security Services	\$	\$	\$
	Telecommunication Services (Analog Phone/			
17	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	1.\$	\$	\$
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	\$	\$	<u>  \$</u>
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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).

Dat	te:
1.	Proposer's Legal Name:
2.	Address of Place of Business:
Lis	t all other business addresses used within last five years:
3.	Mailing Address (if different):
Pho	one;
Do	es 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

{	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):
	Has the proposer, during the past seven years, been declared bankrupt? Yes No If Yes, tate date, court jurisdiction, amount of liabilities and amount of assets.
b fe a ti ii	n 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 ow and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil are 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
b f o n F	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 federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officers and filiated business been the subject of an investigation by any government agency, including 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. I	
<del>-</del> -	Has any current or former director, owner or officer or managerial employee of this business had,
t	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 pertain to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
t	either before or during such person's employment, or since such employment if the charges pertain to events that allegedly occurred during the time of employment by the submitting business, and

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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:
had any s	t (5) years, has this business or any of its owners or officers, or any other affiliated business anction imposed as a result of judicial or administrative proceedings with respect to any hal license held? No Yes If Yes, provide details for each such instance
applicab and sewe detailed page and	past (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the appropriate attach it to the naire.
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17. Conflict of	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
elephone
°ax #
-Mail Address



Company
Contact Person
Address
Cîty/State
Telephone
Fax #
E-Mail Address
Company
Contact Person
Address
City/State
Telephone
Fax #
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E-Mail Address
E-Mail Address

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## CERTIFICATION

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.				
contained in the foregoing par supplied full and complete an belief; that I will notify the Co submission of this questionna supplied by me is true to the b	ges of this questices wers to each iter ounty in writing out iter and before the pest of my knowlupplied in this que	y sworn, state that I have read and understand all the items onnaire and the following pages of attachments; that I in therein to the best of my knowledge, information and of any change in circumstances occurring after the execution of the contract; and that all information edge, information and belief I understand that the County testionnaire as additional inducement to enter into a contract		
Sworn to before me this	day of	2015		
Notary Public		·		
Name of submitting business	· <u> </u>			
By: Print name				
Signature				
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/ ///////
	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; 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.		

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	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.
ten .	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.

CONNECTION WITH THIS QUESTION SUBMITTING BUSINESS ENTITY NOT RE	WILLFULLY OR FRAUDULENTLY MADE IN INAIRE MAY RESULT IN RENDERING THE SPONSIBLE WITH RESPECT TO THE PRESENT BIL MAY SUBJECT THE PERSON MAKING THE FALSE
contained in the foregoing pages of this quest supplied full and complete answers to each ite belief; that I will notify the County in writing submission of this questionnaire and before supplied by me is true to the best of my knowledge.	sworn, state that I have read and understand all the item tionnaire and the following pages of attachments; that m therein to the best of my knowledge, information and of any change in circumstances occurring after the execution of the contract; and that all information added, information and belief. I understand that the Count stionnaire as additional inducement to enter into a contract
Sworn to before me this day of	2014
Notary Public  Name of submitting business	_

Signature

Title
//
Date

Print name

## APPENDIX E STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

- 1. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 2. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 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) <u>Nassau County Living Wage Law</u>. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

### 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
  - (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 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	r agrees to pay the Coun	ty an administrative service
charge of	dollars (\$	) for the processing of	this Agreement pursuant to
Ordinance Number 74-1979, as amer	ded by Ordina	nce Number 201-2001.	The administrative service
charge shall be due and payable to the	County by the	Contractor upon signing	this Agreement.

Value of contract:	Administrative fee:
\$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 antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or tepresentative 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 womenowned 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.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - 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 (I) of these rules.

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

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

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

# APPENDIX L CERTIFICATE OF COMPLIANCE

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

The chief executive officer of the Proposer/Bidder is:
(Name)
(Address)
(Telephone Number)
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.
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:
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:

•			
	5.	Proposer/Bidder agrees to permit access to work sites and relevant payroll records by County representatives for the purpose of monitoring compliance with the Living Wag investigating employee complaints of noncompliance.	auth ge La
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		·	
 	true, c	by certify that I have read the foregoing statement and, to the best of my knowledge and correct and complete. Any statement or representation made herein shall be accurate an te stated below.	ł beli id tru
	true, c	by certify that I have read the foregoing statement and, to the best of my knowledge and correct and complete. Any statement or representation made herein shall be accurate an te stated below.	ł beli id tru
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	Dated Signat	orrect and complete. Any statement or representation made herein shall be accurate and the stated below.  Ture of Chief Executive Officer  of Chief Executive Officer	ł beli nd tru

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:

<u>Level 1</u> — Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

<u>Level 2</u> – 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.

<u>Please Note</u>: The following Support Service Categories are employed to supplement or augment current Information Technology staff.

Support Service Categories

	vice Categories	
Service Category Number	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.
3	Help Desk Support Services	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.  Must have and maintain a valid and clean driver's license. Must be able to provide transportation.

z Service 3		
Category		
Number 4	Service Category  Desktop Support Services	Installation, configuration, maintenance and upgrade of all County desktor 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.
		Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
5	Database Management Services	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.
6	EDMS Services	<ul> <li>Professional Services - 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>Programming Services - 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>

Service Gategory 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	<ul> <li>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</li> <li>Professional Services - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>Programming Services - 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.

Service Category Number	Service Category	The state of the s
 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.
·		Services specific to various forms of Geographic Information Systems (GIS).
13	GIS Services	<ul> <li>Project Support Services – 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> </ul>
		Programming/ Analysis Services - 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.
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	<ul> <li>Professional Services - 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>Other Services - 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</li> </ul>

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)	Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperabilit 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.  Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
18	Technical Writing Services	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:  Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.  Online help and web-based help.  Product specifications.  Project planning & management.  Production and printing documentation.  Indexing of printed and online documents.  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.

	Service Category Number	Service Category	Description
343	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	<ul> <li>Services associated with the County's web environment.</li> <li>Programmatic Support - Tasks may include, but are not limited to:         <ul> <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>Technical Support - Tasks may include, but are not limited to:         <ul> <li>WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul> </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 tieins 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.

Service Caregory	
Wiring Technical Services	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 maintair 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.
Wireless Networking Services	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.
Network Support Services	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.
	Must have a valid and clean driver's license. Must be able to provide transportation.
Server Support Services	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.  Must have a valid and clean driver's license. Must be able to provide
	Wireless Networking Services  Network Support Services

transportation.

Service Category Number 2	Service Category	The secretary of the se
	and the second s	Enterprise Services – 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&V) testing.
	!	Graphics and Presentation - 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.
		Middleware Integration - 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.
29	Project Support Services	Operational - 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.
		Organizational - 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.
		Planning - 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.
		Research and Analysis - 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.

# EXHIBIT 2 VENDOR CONTACT INFORMATION

### THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE

FEDERAL ID NUMBER:		
VENDOR NAME:		
ADDRESS:		
CITY:		
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:		<del></del>
Monthly Usage/Billing Contac	:t:	 
Office Phone #:		 
Mobile Phone #:		 
Fax #:		
E-Mail Address:		 
After Worre 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

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

# RFPIT0116-1501

# Supplemental Staffing RFP questions

Question	on	Answer
ri .	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.
7	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.
ļ ri	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.
٠; د	Are there any cost/budget limitations attached to this	Yes, all limitations will be defined during the contract process.

	is Data is not available. nt w	nt Depends on if it is relevant to the project.	III No, not at this time.	In The length of an assignment can range from 1 day to 18 months or ar more.	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.
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?	7. If a proposed/released SOW currently has an incumbent consultant(s) assigned to the project, will NCIT inform the vendor(s) of such?	8. Can NCIT provide the current vendors' maximum bill rates by Service Category and Level?	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?	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:

To respond to a SOW?	
Between when an offer in response to an SOW is submitted and when interviews will take place for candidates submitted?	Once an 50W 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.
From the interview period to the actual on-boarding/start date?	
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:	NCIT will not pay for unqualified staff assigned by a vendor.
12. Question 1: Section C - Scope of ServicesPage 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?	Nassau County has a very long billing cycle. Qualified vendors should be financially prepared for same.
13. Question 2: Section C Scope of Services-Other	We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for

.

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Considerations #1 – Page 6:	other types of assignments.
If this were to occur what is the expected timeframe for a replacement that would be acceptable to the County?	
<ul> <li>14. Question 3: Section C – Scope of Services – Vendor Performance Criteria - #2-Personal Substitution;</li> <li>What would be an acceptable timeframe to replace personnel if they were unable to continue work for some reason such as an illness?</li> </ul>	We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for other types of assignments.
15. Question 4: Appendix A - Cost proposal — Support Service Categories — page 16: Is it required that for a given Service Category rates are provided for all three levels?	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.
16. Question 5: Appendix E - # 21 Administrative Service Charge – Page 38:  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?	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.

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Yes, if applicable to the Service Category, NCIT will pay for preauthorized travel expenses which will be defined in the SOW.	nd This contract is for labor only.	e". See question #2	or See question #2.	
17. Question 6: Exhibit 1 – Page 46: 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?	18. Please confirm that this contract is for labor only and that replacement/repair parts are not part of this agreement.	19. The cost proposal Appendix A does not define "rate" Should this be an hourly number, daily or other?	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

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.
	http://www.nassaucountyny.gov/1437/Departments
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	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 that the established rate in the contract in response to any SOW.
"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."	NCIT will reimburse for pre- authorized travel expenses as defined in the SOW.
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 $/$	

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?

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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, a 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
List	Great Neck, NY 11023 all other business addresses used within last five years: n/a
<b>3</b> .	Mailing Address (if different):
	me: <u>516-466-6655</u>
Dog	es 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 X Corporation Other
	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 X 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 X No If Yes, provide details: SVAM affiliates listed in response to #8.

	or any ot	roposer ever had a bond or surety cancelled or forfelted, or a contract with Nassau County for government entity terminated? Yes No X If Yes, state the name of bonding if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details the termination (if a contract):		
11.	Has the p	roposer, during the past seven years, been declared bankrupt? Yes No X If Yes, court jurisdiction, amount of liabilities and amount of assets.		
12.	business, federal, s owner an civil anti such inve	st five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any tate or local prosecuting or investigative agency? And/or, in the past 5 years, have any d/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency; where estigation was related to activities performed at, for, or on behalf of an affiliated business. No X If Yes, provide details for each such investigation.		
	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 NoX If Yes, provide details for each such investigation.			
	either be to events	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges pertained that allegedly occurred during the time of employment by the submitting business, and related to the conduct of that business:		
	a.	Any felony charge pending? No X Yes If Yes, provide details for each such charge:		
	ba	Any misdemeanor charge pending? No X Yes If Yes, provide details for each		
		such charge:		

		Addings to the second state of the second se
	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:
	<b>6.</b>	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:
r		Some the state of
ha	d eny	st (5) years, has this business or any of its owners or officers, or any other affiliated business sanction imposed as a result of judicial or administrative proceedings with respect to any onal license held? No X Yes If Yes, provide details for each such instance.
ar ar de pe	oplicated stailed age and	past (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water or charges? No X Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the appropriate dattach it to the maire.
77	<del>og plansferd i contra to kareja</del>	
Provid approp	le a de priate j	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
17.0	onflic	t 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. 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 shatcholders, members, general or limited partner;
Anii 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 – IIR & Global Talent Acquisition
Allen Goldin, Director Business Development

(All located at same Great Neck, NY headquarters address as Anii 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 Pariner
- viii) Copies of all state and local licenses and permits.
  NYS MBE Certified
  NYC MBE Certified
  Nassau Copiny MBB 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 omemaster@dep.nyc.gov

#### Company Nassau County Department of IT

Contact Person Ed Eisenstein Address 240 Old Country Road City/State Minecla, NY 11501 Telephone (516)571-4265 Fax # (516) 571-3918

E-Mail Address eelsenstein@nassaucountyny.gov

Company Nassau County Office of Community Development

Contact Person <u>Theresa Dukes</u> Address <u>40 Main Street</u> City/State <u>Hempstead</u>, NY 11550

Telephone <u>516-572-1924</u> Fax # <u>516-572-0842</u>

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 enswers 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.

Swom to before me this 34 day of hackers

2015

MELINDA CARRIÓN Nessey Public, State of New York No. 01GA6294194 Qualified in Queens County Commission Expires Desember 16, 2017

Notary Public

Name of submitting business: SYAM INTERNATIONAL INC

By:

Anil Kapoor Prist name

Signature

President Title

03/24/2015

Date

## Empire State Development

October 16, 2014

File ID: 46500

Mr. Anii Kappor SVAM International Inc. 233 East Shore Road Suite 201. Great Neck, NY 1,1023

Dear Mr. Anii 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 SNYCRR 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



New York State Department of Economic Development 533 Third Avenue New York New York 10017 Tel 212 603 2414 Web Site: www.eed.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-1-0139: COMPUTER INTEGRATED SYSTEMS DESIGN** 

ESD-I-D147: COMPUTER AUTOMATION ESD-I-2101: COMPUTER TECH SUPPORT

**ESD-I-2119: INFORMATION TECHNOLOGY DESIGN** 

ESD-1-2172: CONTRACT STAFFING ESD-1-2048: 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

Anii Kapoor President

Syam International, Inc 233 East Shore Road, Suite 201 Great Neck, NY 11023-9999 Tax ID/SSN # \*X-XXX0965 FMS ID #: 0000597703

RE: MBE Certification

Dear Anil Kapoor:

The Department of Small Business Services, ("SBS"), hereby certifies your firm pursuant to Title 56. 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, oreats an account colline 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 FIN 1001Z6V291P, Instructions on how to use your FIN can be found at the SBS Cartification 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 fargeted 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.nyo.gov/buyestified) 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 it your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please entail bizhelp@sbs.nvc.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 manay-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 yww.nyo.gov/businesssolutions or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or mybeldishs.nyc.gov.

Sincorely,

Alfred O. Milton Director of Certification

1410 111

110 William Street New York, NY 10038 Tel. 212.513,6300 \* FAX 212.618,8991 \* TDD 212.613.6308 www.nyc.gov



Division of Economic and Financial Opportunity

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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).

NWCERT-7857 Certificate Number:

Expires our:

2/27/2020

Gia de Bair

Bill de Blasio, Mayor

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity 110 William Street, New York, NY, 19638 212-513-6311 XXXXXXXXXXXXXXX

#### MBE CERTIFIED

#### Semulation advised time

Certificate Number: MWCRRT-7857

Expires on: 2/27/2020

COUNTY EXECUTIVE



DEPUTY TO A REPUTY BEFORE THE

# MARSAU COUNTY OFFICE OF MINORITY AFFAIRS PAGE FROM YOUR 1980 THE PROPERTY OF THE PAGE IN YOUR

August 28, 2014

Conflication Number: OMAR-MBE-06-0036-16-PA

SVAM litternational, fac. Mr. Anii Kapton 233 Bast Share Rds, Spice 201 Great Nook, NY 11023

Dear Mr. Kapeer,

The Massau County Office of Athersty Affairs has completed its review of your application for Confidentian at Minority-Worata Owned Business Enterprise and has determined that your time tacets digitality requirements persuant to the MWBE Rules governing Local Law Stander 14-2002-Title 53.

We are pleased to inform you that "SVAM Informational, inc." has been granted status as a Minerity Owned Business Enterprise (MIRE). Your certification will remain in effect until 10/1/2014. Please he advised that any changes that affect avacable, insurgated and/or operational control must be expended to the Office of Minority Affects within 30 days of any such changes; including changes to company name, business address, telephone numbers, principal products services, and bending capacity.

If you should have any questions, please control the Cities of Minority Affairs at \$16-\$72-2240.

Sincerely,

Dr. Phillip E. Alton Deputy County Executive

COURTY TRACEINE

Departy County Executive

# Office of Minority Affairs County of Manual

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FINANCIAL STATEMENTS: (REVIEWED)

FOR THE YEAR ENDED DECEMBER 31 2013

#### FINANCIAL STATEMENTS (REVIEWED) For the Year Ended December 31, 2013

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Balance Sheet as at December 31, 2013	erpezio estituti resustati anteriori inne anteriori anteriori della sur especiali di periori di propriori di c Q II:	- in wearing as supplication of the contraction of
Statement of Profit & Loss Account for the year ended December 31, 2013	O2:	g trongres trus melitares si
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Schedules Forming part of Financial Statements for the year ended December 31, 2013	n esternatural de este est en este estado estado estado estado estado estado estado estado estado estado estad 04-95	igitusian gipabitu gay
Notes to Financial Statements	07-10	<del>ga Égyészten ső es elkés t</del>

### 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.

rajbev kaul, cpa pc

New York, NY

April 21", 2014

#### SVAM International Inc. Balance Sheet For the Year Ending December 31, 2013 (Reviewed)

<b>SSETS</b>		1		
urrent Assets				
crounts Receivables		1	8,771,811	Market a substitution taxe
ess: Provision for Doubtful Debts		-	703,078	6,068,783
Other Current Assets	(See Schedule G)		ļ. ·	332,899
yon-Current Assets				
Receivables from Affiliates	(See Schedule H)			2,253,705
ixed Asstes				
votor Vehicle	•	1	407,507	
essi Accumulated Depreciation			26,230	
	Name at the second second			379,277
lotal Assets	The state of the s		indean ist refression to the state of the	9,034,614
IABILITIES & EQUITY		-		
Current Upblities				
oen & Une of Credit			928,407	•
Bank Overdreft			1,512,854	
Accounts Payable	* * * *		1,119,696	
Other Current Liabilities	(See Schedule I)		497,557	
Yotal Current Lisbilites				4,058,515
Non-Current Liabilities				
Payable to Affiliates	(See Schedule !)		,	179,07
Equity & Retained Farnings		***		
Capital Stock			100	
Retained Earnings			1	
Opening Balance		3,617,559	:	
Add: Current Year Profit/(Loss)		1,392,068		
Less : Distributions to shareholder	÷	(212,707)	4,796,920	4,797,02
Yotal Liabilities & Equity	A Part A Dr 1 Part A	A		9,034,6

#### Svam International Inc. Profit & Loss Account For the Year Ending December 31, 2013

	zyjy, j. v. u Scheolie u j	7.61 <b>S</b> .1147.
Project Income		1,360,560
Tonsulting Income		25,759,499
		27,130,059
Cost of Sales	A	21,794,165
Grass Profit		5,335,894
Operating Expenses		·
Adminstrative & General Expenses	B	2,102,466
ayroli & Employee Related Expenses	6 C	1,690,050
ales & Marketing Expenses	Q	109,47
Pepreciation		7,88
Net Ordinary Income/(Loss)		1,426,018
Add : Other Income	5.	43,82
Less : Other expenses	<b>1</b>	18,57
ncome/(Loss) Before Interest & Taxes	}	1,451,27
less: Interest		40,07
ncome/(Loss) Before Taxes		1,411,19
.ess.) State Income Taxes		19,13
Accime/(Loss) after interest & Taxes	· · · · · · · · · · · · · · · · · · ·	1,392,06

#### CASH PLOW STATEMENT

For the Year Ending December 31, 2013 (Reviewed)

perating activities		2013
Ver Income as per Income statement after tax	\$	1,892,068
Adjustment to Incomer		
Depreciation & amortization	-	7,885
MARITAN AND AND AND AND AND AND AND AND AND A		1,399,953
hanges in Working Capital		. I was arish
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	į.	(639,779
Increase / (Decrease) in Other Liabilties	1.	24,326
Cash provided by (used in) Operating Activities		(409,845
investing Activities		
(Increase)/Decrease in Fixed Assets		(258,48
Cash provided by (used in) investing A\ctivities		(253,48
Financing Activities		
Increase / (Decrease) in Additional Paid in Capital		. 5.
Increase / (Decrease) in Line of credit and Loan		(91,54
Increase / (Decrease) in Dues from Affillates	-	39,29
Distribution to shareholder	L	(212/70
Cash provided by (used in) Financing Activities	-	(264,96
Net Cash Flow Changes during the year		(927,98
Cash & equivalents - beginning balance		(584,86
Cash & equivalents - ending balance	-	(1,512,8)

# Svam International Inc. Schedule to Profit & Loss Account For the Year Ending December 31, 2013 (Reviewed)

Schedule A	Cost of Sales		a i i i e i nigriji a najeki sekia retari
	Cost of services		9,450,457
	<b>Outsourcing Expenses</b>		1,831,177
	Payroff Expenses-Direct		
	Consulting	9,537,667	
	Project	287,577	
		orange the same of	9,825,244
	Payroll Taxes-Direct	••	
	Consulting	667,188	
	Project	20,099	
	1.9 93,944	20,000	687,287
		Total	21,794,165
		***************************************	
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		1,105
	Insurance		421,119
	Mexico Office Expensess		28,617
	Office Expenses		139,768
	Postage		6,661
	Printing & Reproduction		5,504
	Professional Fees		119,095
	Recruitment Fees		136,623
	Repairs & Maintenance	•	56,441
	Rent		260,897
	Subscription & Dues		15,759
	Telephone		117,199
	Training Course		4,501
	Travel & Entertainment	•	612,537
	Utilities	Bet A to all	41,400
		Total	2,102,466

# Svarn International Inc. Schedule to Profit & Loss Account For the Year Ending December 31, 2013 (Reviewed)

Schedule C	Payroll and Employee Related Expenses Payroll Fees Payroll Fees Relocation 401 K Employer Contribution Payroll expenses	Total	177,221 14,764 21,521 15,801 1,460,743 1,660,050
Schedule D	Sales & Marketing Expenses		
	Advertising	,	4,500
	Business Fromotion		104,975
	· ·	Total	109,475
Schodule E	Other Income		
and the same of th	Dividend	•	12,651
	Long Term Capital Sain		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
	Regital Income		13,840
	The second secon	Total	43,823
			The same property of the same and the same of the same
Schedule F	Other Expenses		
	Margin Interest		15,270
	Investment advisory charges		3,301
	• • • • • • • • • • • • • • • • • • •	Total	18,571

#### SVAM International Inc.

#### Balance Sheet

#### For the Year Ending December 31, 2013 (Reviewed)

Schedule G	Other Current Assets	
	Charles Schwab (net of Loan)	90,580
	401K Employee	(6,633)
	Deposits	1,168
	East India Connection	3,000
	Petty Cash	1,000
	Staff Advances	241,684
	Applessed	300
	a shifted may an again	Total 332,899
Schedule H	Receivables from Affiliates	
	280 Pari Inc.	2,000
	Forte Holding Corp.	. 333,904
	Svam International De Mexico 5 De.R.L.D.	1,917,801
	• •	Total 2,253,705
Schedule I	Other Current Liabilities	
	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
		Total 497,557
Schedule J	Payable to Affiliates	
	Interactive Communication USA Inc	179,079
		Total 179,078

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 11th 1994. The principal office of the company is located at 233 East Shore Road, # 201, Great Nack, 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 Nolda, 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 account 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 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 dients. Revenues from annual maintenance contracts are deferred and recognized retably 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 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 deterred until the related services are provided, immediate recognition is made for anticipated losses.

#### 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.

Revenue Interactive Communications (USA) INC		US\$ 863,913.74
Total		863,813.74
Expenses	Nature of Payment	ับรุร
280 Pan Inc.	Rent	101,000.00
Forte Holding Corporation	Rant	160,000.00
North Shore Technology Pvt. Ltd	Outsourcing	1,602,450.00
Interactive Communications	Purchases	1,440,326.00
Svam International De. Mexico	Outsourding	228,727.33
	. · ·	the state of a state o
Total		3,532,509.39
		the state of the s

Advance to SVAM International De. Mexico.

As of December 31", 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 31st, 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 Outsoutcing expenses.

Total amount due from SVAM Mexico as of 31st December 2013 is \$ 1,917,801.41

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 entitles. These funds have been provided interest free. The detail of such receivables is as follows.

Loans to Affiliates 280 Pan Inc. Forte Holding Corporation SVAM International De. Mexico	•	·	US\$ 2,000.00 833,908.95 1,917,801.81
Total			1,258,705.36 an-ministry 1,599,1599
Payable to Affiliates Interactive Communications (US	Ý INC		US\$ 179,078.62
Total	·		379,078.62

#### 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	· 1	uss
Interactive Communications (USA) INC.		143,299.60
	·	, Higherparker alministration of
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>8</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 51,518-23, 5685,37 & 53,785.71 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 Une

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 \$565,089.48 and \$176,830,87 on the Term Loan.

Notes to Financial Statements For the Year Ending December 31st 2013

#### Investment Portfolio

The company has invested in an equity portfello, 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 5 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 typowritten 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 OUESTIONNAIRE 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: <u>Anil Kapoor</u> SSN: <u>124-76-8267</u>			
Date of birth: 10 / 14 / 1958			
Home address: 14 Forte Drive			
City/state/zip: Old Westbury, NY 11568			
Business address: 233 Fast Shore Road, Suite 201			
City/state/zip: Great Neck, NY 11023		:	
Telephone: 516-466-6655			
Other present address(es): N/A	Andrew Agency and the American American	p	
City/state/zip:			
Telephone:			-
List of other addresses and telephone numbers attached.			
2. Positions held in submitting business and starting date of each (check a	il applicat	le):	
President 01/11/1994 Treasurer / /	- 1.72		
Chairman of Board / / Shareholder			<u>.</u>
Chief Executive Officer / / Secretary		management of the second	Jennigot,
Chief Financial Officer / Partner Partner		and I wante to the same of the	
Vice President / / Other /	· /	<del></del>	
(Other)			
3.Do you have an equity interest in the business submitting the question No Yes x If Yes, provide details.  100% ownership of SYAM International Inc.	naire?		

ribution r	ny outstanding loans, guarantees or any other form of security or lease or any other type of nade in whole or in part between you and the business submitting the questionnaire?  If Yes, provide details.
rganizatio	past 3 years, have you been a principal owner or officer of any business or not-for-profit on other than the one submitting the questionnaire? No Yes X; If Yes, provide
wner of l	nteractive Communications & Systems (USA) Inc. North Shore Technologies, SVAM Intl., Forte Holding and 280 PAN.
as any go past 3 ye	vernmental entity awarded any contracts to a business or organization listed in Section 5 in are while you were a principal owner or officer? NoYes _X; If Yes, provide alls attached for SVAM International de Mexico Government Projects)
w, or as a ide a det	firmative answer is required below whether the sanction arose automatically, by operation result of any action taken by a government agency. ailed response to all questions checked "YES". If you need more space, photocopy the ge and attach it to the questionnaire.
the past	(5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in which you have been a principal owner or officer:
. <b>8</b> .	Been departed by any government agency from entering into contracts with that agency?  No x Yes If Yes, provide details for each such instance.
, b.	Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? No x Yes If Yes, provide details for each such instance.
Ç.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No x Yes If Yes, provide details for each such instance.
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No x Yes If Yes, provide details for each such instance.
petition a for any p proceedir pending t (Provide	of the businesses or organizations listed in response to Question 5 filed a bankruptcy nd/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or fortion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy gs initiated more than 7 years ago and/or is any such business now the subject of any bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, a detailed response to all questions checked "YES". If you need more space, photocopy the te page and attach it to the questionnairs.).
	Is there any felony charge pending against you? No x Yes If Yes, provide details for each such charge.  Is there any misdemeanor charge pending against you? No x Yes If Yes, provide details for each such charge.
	ribution r for any proceeding to general section and the past operate and the past operate past operate appropriate app

	Ċ.	Is there any administrative charge pending against you? No x Yes If Yes, provide details for each such charge.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No x Yes If Yes, provide details for each such conviction.
	₩,	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  No.x. YES If Yes, provide details for each such conviction.
	Î.	In the past 5 years, have you been found in violation of any administrative or statutory charges? No x Yes If Yes, provide details for each such occurrence.
9.	you been state or le investigat and/or an	on to the information provided in response to the previous questions, in the past 5 years, have the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, ocal prosecuting or investigative agency and/or the subject of an investigation where such tion was related to activities performed at, for, or on behalf of the submitting business entity affiliated business listed in response to Question 57 No x Yes If Yes, provide or each such investigation.
1.0	response investiga limited to	in to the information provided, in the past 5 years has any business or organization listed in to Question 5, been the subject of a criminal investigation and/or a civil anti-trust tion and/or any other type of investigation by any government agency, including but not rederal, state, and local regulatory agencies while you were a principal owner or officer?  The end of the past 5 years has any business or organization in the control of the past o
1.	Thresham	ast 5 years, have you or this business, or any other affiliated business listed in response to 5 had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? NO x YES If Yes; provide details for each such instance.
1	iederal.	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable state or local taxes or other assessed charges, including but not limited to water and sewer NO & YBS 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 Ynarch 2015

> MELINDA CARRION Notary Public, State of New York No. 010A6294194 **Qualified in Queens Ocumy** Commission Explires December 16, 2017

Notary Public

SVAM INTERNATIONAL	INC
Name of submitting business	
ANIL CAPOR	
Print name Audion	
Signature	
VOGS ID BAT	
Title	
03 / 24 / 2015 Date	

#### SYAM 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 Involcing is a requirement by SAT (Mexico's IRS department) in which involces 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 Involcing Process for several State Government Organizations in Tamaulipas since December 2012 with more than 280,000 involces stamped.

#### Customers include:

- 1. Health Secretary.
- 2. General Hospital.
- 3. Finance Secretary.
- 4. Fondo Tamaulipas.
- 5. COMAPA Tampico (Water Services Company).
- 6. COMAPA Viotoria (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 empliment 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:

Anil t	<u>tapoor</u>			(Name)	
233 E	ast Shore Road, Surie 2	01, Great Neck, N	Y 11023	(Address)	
516-4	66-6655		(Telephon	(e Number)	1
The Proposer Wage Law, a	/Bidder agrees to com ad with all applicable fo	ply with the reque ederal, state and k	irements of the	Nassau Coun	ty Lav
or benefits, is	ve years, Proposer/Bidd igency to have violated abor relations, or occup ser/Bidder, describe beli	ational safety and	has not be local laws regu health. If a vic	en found by a lating payment dation has been	court c of wa resses
المعتبد بسيدين ويستهد ويستهد والتنافية والتنافية والمتنافية	militar sparsed of the delication was an expensively relatively to the second state of the second state of the	-a-nakaphundett vangga ideitika dalarian dekanesti dirakan bertanat a	在各种证据实践,即任任任他的证明,但是是是是有的证明,不是不是是要的证明。	arrania arranda arranda arranda arranda arranda arranda arranda arranda arranda arranda arranda arranda arrand	•
National Association of the contraction of the cont	ttada ariinka kuluu ayuu ka qoo ka ka qoo ka ka ka ka ka ka ka ka ka ka ka ka ka	o Managana giran da da magani ya katao katao katao katao katao katao katao katao katao katao katao katao katao	and the second s	· · · · · · · · · · · · · · · · · · ·	
कुर्वत्वसम्पर्वेतः स्थानम् विकास्योतः विद्वानस्य विदेशे	hrannska komuna i gri vezionim pravna destrupcio organizacio a man	استريفان عدمة والأنواز عوا منابيت والإم ويسعقون وتسوز موسوتهون وهد	and the second of the second o	در این از د	1
networkspanie propositive de la companie de la companie de la companie de la companie de la companie de la comp	เลสเริงสู่ระบังสารสารสารสารสารสารสารสารสารสารสารสารสารส	http://www.unewaratowantelegical-workships/chitespos/chites	ngift gagt to the same of the same of the same of the same of the same of the same of the same of the same of	and the supplementation of the state of the	
e-neglige-right-deferbischeitemoge-rightmenne	سد مينها مناسبة المناسبة	array and a state of the state	سرادية والمستراد والمسترد والمستراد والمسترد والمستراد والمستراد والمستراد والمستراد والمستراد و	المتابعة عديب سنتود ويوم شدجه والمريش ويدور المريش والمريش	
tiller v.Nighturpas J. In Strike and Lagrangers J.					
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Notary Public

Page 1 of 4

#### 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
Ashlma Kapeor, 14 Forte Drive, Old Westbury, NY 11568
Vikas Dhablania, 140 Plainview Road, Woodbury, NY 11797
5. List names and addresses of all shareholders, inembers, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11797

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Page 2 of 4		
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(a)	Name, title, business address and t	elephone number of lobbyist(s):
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	8. VERIFICATION: This section in contractor or Vendor authorized as a sign	rust be signe latory of the	d by a principal of the consultant, firm for the purpose of executing Contra
,	The undersigned affirms and so swears the statements and they are, to his/her knowle	aat he/sho ha edge, true ar	is read and understood the foregoing id accurate.
	Dated: 6/15/2015	Signed:	duller
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The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, opnose, 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 desiston 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 calcindaring or scope of any legislature oversight bearing; 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 YENDOR'S DISCLOSURE FORM

1.	Name of the Britis Interactive Commun	cations & Systems (USA) I
	Address: 233 East Shore Road Su	te 201
	City, State and Zip Code: Great Neck, NY	11073
2;	Hulity's Vender Identification Number: $1-3$	2-15989
3.	Type of Business:Public CorpPartnersh	ipJoint Venture
		ffiliate Other (specify)
oflo	List names and addresses of all principals; that is, all is cotors or comparable body, all partners and limited partner oint Ventures, and all members and officers of limited list ets if necessary):	s, all corporate officers, all parties
Ŧ	AHIL KAROOF, 14 Forte Drive, Old	Westbury, NY11568
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Page 2 of 4	
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6. List all affiliated and related companies and their 1. above (if none, enter "None"). Attach a separate disclubiliary company.	osure form for each affiliated or
SVAM INTLINC ## F	arent company
SVAM Intl Inc + Affiliat	ed company
Forte Holding Corp- affille	ated company
North Shore Technologies +	affiliated company
SVAM International de Mes	
7. List all lobbyists whose services were utilized at hid, post-bid, etc.). The term "lobbyist" means any and employed or designated by any client to influence - or puls agencies, bourds, commissions, department heads, legismited to the Open Space and Parks Advisory Committed matters include, but are not limited to, requests for propertal property subject to County regulation, procurements the term is defined herein. The term "lobbyist" does not employee, counsel or agent of the County of Nassau, of his or her official duties.	any stage in this matter (i.e., pre-bid, every person or organization retained, romete a matter before. Nessau County, gislators or committees, including but not ee and Planning Commission. Such osals, development or improvement of s, or to otherwise engage in lobbying as t include any officer, director, trustee,
(a) Name, title, business address and telepho	one number of lobbylst(s):
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(o) List whether and where the person/org Nassau County, New York State):	anization is registered as a lobbyist (e.g.,
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To the state of th	
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8. VERIFICATION: This section must be significant or Vendor authorized as a signatory of the	ed by a principal of the consultant, firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she h statements and they are, to his/her knowledge, true a	
Dated: 6/15/2015 Signed:	dullan
And the state of t	Anil Kapoor
	President
Title:	11 ESTARM

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The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, deficat, 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 solivitation, 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 issumes, 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 Britity: 280 PAN INC.
•	Address: 233 EAST SHORE Pd
	City, State and Zip Code: GPEAT NECK; NY-11893
2,	Butity's Vendor Identification Number: 11-3173561
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co V Closely Held Corp affliate Other (specify)
of Join	List names and addresses of all principals; that is, all individuals serving on the Board of cors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited Hability companies (attach additional if necessary):
<b>1</b>	ANIL KAPOOR - 14 FORTE DA
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Andread House	
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Control of the Contro	
Married Physician Col.	
	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10% in lieu of completing this section.
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Photodra vide mar	OLD WEST BOTY, NY- 11568

Page 2 of 4		
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	di affiliated and related companies and their none, enter "None"). Attach a separate disc ampany.	
	HAY SVA	1 International Inc- Parent Compan
Inte		stems (USA) Inc- affiliated compan
	e Holding Corp- affili	
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bid, post-bid employed or its agencies, limited to th matters inch real property the term is d	all lobbyists whose services were utilized at , etc.). The term "lobbyist" means any and designated by any client to influence - or p boards, commissions, department heads, lee Open Space and Parks Advisory Committeds, but are not limited to, requests for propy subject to County regulation, procurement lefined herein. The term "lobbyist" does no ounsel or agent of the County of Nassau, or floial duties.	every person or organization retained, romote a matter before - Nassau County, gislators or committees, including but not ee and Planning Commission. Such osals, development or improvement of s, or to otherwise engage in lobbying as t include any officer, director, trustee,
(a)	Name, title, business address and telepho	one number of lobbyist(s):
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	(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.
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	(c) List whether and where the person/organization is registered as a lebbyist (e.g., Nassau County, New York State):
	N/A
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	8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor suthorized 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: CMCC
	Print Name: Anil Kapoor
	Tifle: President
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The term lobbying shall mean any attempt to inflience; any determination made by the Wassau 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 monles; 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 sounty, 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 GRA
		T SHORE RA
•	City, State and Zip Code: GREAT N	PCK NY -11568
2.	Builty's Vender Identification Number:	26-3862049
3,	Type of Business:Public Corp	
		torp allinge Other (specify)
ofJo	List names and addresses of all principals; total or comparable body, all partners and limitative to comparable body, all partners and limitative to comparable body, all partners and officers of a if necessary);	hat is, all individuals serving on the Board of ted pariners, all corporate officers, all parties limited liability companies (attach additional
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		NEW YORK- 11568
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6. List all affiliated and related companies and the 1. above (if none, enter "None"). Attach a separate subsidiary company.	
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SVAM International de	Mexico-affiliated company
Interactive Communications	& Systems (USA) Inc-affiliated compar
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	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 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 affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

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The term lobbying shall mean any attempt to influence; any determination made by the Massau 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, apposa, 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 Hmited 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 metries; 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 desision 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 Butity: North Shore Technologies Pvt Ltd
	Address: Logix Techno Park,1st Fl,Tower B,Plot #5,Sector # 127
	City, State and Zip Code: Nolda - 201301, UP
2.	Entity's Vendor Identification Number: AAACN 9477H
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co Closely Held Cosp Affiliated Other (specify)
of Joi	List names and addresses of all principals; first is, all individuals serving on the Board of stors or comparable body, all partners and limited partners, all corporate officers, all parties int Ventures; and all members and officers of limited liability companies (attach additional s if necessary):
	Anii Kapoor, 14 Forte Drive, Old Westbury, NY 11568
	ASHIMA KAPOOD 14 FORTE DR. OLD WESTBURY, MY 11568
MODAL VIIIA	ATAY KUMAP ZALPURI Tower B, 1st FT, Sector 127, Noida 201301
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Salved of Assessing	
	List names and addresses of all charcholders, members, or partners of the firm. If the cholder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
ومشتهر فمنسبوة	Anli Kapoor, 14 Forte Drive, Old Wesbury, NY 1 568
وعمون موشاطه	ASHIMA KAPOOR 14 FORTE DR. OLD WEST BURY, MY-11568

Page 2 of 4
46
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/Affihated Company
Interactive Communications & Systems (USA) Inc affiliated con
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 elient 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, employes, 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):
NA.

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Page 3 of 4	
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8. VERIFICATION: This section must be signatory of the contractor or Vendor authorized as a signatory of the	ed by a principal of the consultant, firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she has statements and they are, to his/her knowledge, true a	
Dated: 6/15/2015 Signed:_	duller
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The term lobbying shall mean any attempt to influence: my 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, appose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Logislature; my 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 devision to hold, liming or outcome of any rate making proceeding before an agency; the agenda or chy determination of a board or commission; any determination regarding the calcudaring 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 surpleyee 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.

Page 1 of 4

### COUNTY OF NASSAU

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

1,	Name of the Entity: SVAM International de Mexico
47	Av. del Software S/N, Parque Clentifico y Technilogico TECHNOTAM
	The state of the s
	City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138
2.	Entity's Vendor Identification Number: SIM 080812 HKO
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co Closely Held Corp affiliate Other (specify)
of Jo	List names and addresses of all principals; that is, all individuals serving on the Board of acts or comparable body, all partners and limited partners, all corporate officers, all parties in Ventures, and all members and officers of limited liability companies (attach additional s if necessary):
	Anii Kapoor, 14 Forte Drive, Old Westbury, NY 1 568
manufica-	POBERT HART - 11 382 - SEASIDE LANE, FRISCO, TY -75085
**************************************	SATYA SHARMA, 6 KEN WOOD ST, SETAUKET, NY11733
********	YACOV SHAMASH T COUNTER HILL Rd. STONY BROOK, NY-1179
-	The state of the s
	List names and addresses of all shareholders, members, or partners of the firm. If the sholder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
<b></b>	Anil Kapoor, 14 Forte Drive, Old Westbury, NY 11568
	ROBERT HART : 11332 SEASIDE LN, FRISCO TX 75035

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7. List bid, post-bid omployed or its agencies, limited to the matters included real propert the term is comployee, comployee, complexed.	all lobbyists d, etc.). The r designated l , beards, com ne Open Spac ude, but are r y subject to C defined herei	whose services we term "lobbyist" in by any client to in missions, department and Parks Advisor limited to, requiounty regulation, a. The term "lobbent of the County and the county and the county and the county and the county and the county and the county and the county are the county and the county are the county and the county are the county and the county are the county and the county are t	ore utilized a cans any an fluence - or lent heads, l ory Commi- lests for pro- procurement yist" does n	at any stage it d every perso promote a m egislators or ttee and Plan posals, deve ats, or to othe ot include ar	n this matter out or organize atter before - committees, ining Committees, ining Committees or in rivise engage by officer, dire	(i.e., pre-bid, stion retained, Nassau County, including but no slon. Such aprovement of all lobbying as ector, trustee,	
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	description of lobbying activities.
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	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
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	8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contractors.
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,	contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contractor. 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.

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Department: Information Technology

E-10-17

SERVICE Supplemental Staffing

# **Contract Details**

NIFS Entry Date: 11/0/16	Term: from 11/16/15 to 11/15/2018
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NIFS ID#: <u>CLIT160000 10</u>	NIFS Entry	Date: 11/16/16 Term	n: from 11/16/15 to 11/15/	/2018	
New Renewal	1) Mandated Program:	) Mandated Program;			
Amendment [	2) Comptroller Approval	Form Attached:	Yes 🛛	No 🗌	
Time Extension	3) CSEA Agmt, § 32 Con	npliance Attached:	Yes 🗌	No ⊠	
Addl. Funds	4) Vendor Ownership & N	Vendor Ownership & Mgmt, Disclosure Attached:			
Blanket Resolution  RES#	5) Insurance Required	Insurance Required			
Agency Informatio	on .				
	Vendor		County Depart	ment	
Name SVAM International Inc.	Vender fD# 113190965-01	Department C Ed Eiseastein	ontact *******Please appro	e return the final, eved contract to lana Manucha	
Address 233 East Shore Road Creat Neck, NY 11023	Contact Person Allen Golding	Address 240 Old Cour Mineola, NY	ntry Road		
	Phone (516) 466-6655 x218				
Routing Slip	Internal Verification	DATE SIGNAT	URE Leg. App	proval Řěgulred	
Department	NIFS Entry (Dept) NIFS Appvi (Dept. Head) Contractor Régistered	4			
DPW (Capital Only)	CF Capital Fund Approval	11/15			
IIIII OMB	Contractor Registered NIFS Approval	11/16/16 Mul	Ves No Not required	if Blankêt Rês	
11/29/10 County Attorney	CA RE & Insurance Verification	11/29/10 Q.G	mato 2		
County Attorney	CA Approval as to form 🔽	1/24/10 Value 2	Yes No [		
Mall Legislative Affairs	Fw'd Original Contract to	11/2/14			
County Attorney	NIFS Approval	Unil That	Wax		

BAUTA THUNG MARRAY

NIFS Approval

Filed with Clerk of the Leg.

Notarization

Comptroller

County Executive



## Contract Summary

Description:

Supplemental staffing services for Nassau County's information technology projects that require additional staffing.

Purpose:

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,

#### Method of Procurement: Request for Proposal.

Procurement History:

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 secred and ranked. As a result of the scoring and ranking, twenty vendors were selected.

Description of General Provisions;

- 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 bourly 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 is increased by \$1,500,000.00, of which \$750,000.00 is being encumbered at this time.

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	

	77.2.*****	
RENEWAL		
% Increase	1	
o Decrease		

FUNDING SOURCE	* AMOUNT
Revenue Contract [	XXXXXX
County	\$80000,00
Federal	\$
State	\$
Capital	\$670,000
Other :	\$
TOTAL	\$750,000.00

	MINDERCEDOROL CORR.	A major of States
01	ITGEN1000/DE500	\$80,000,00
04	PWCAPCAP/0002/97109/000	\$670,000.00
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INDEX/OBJECT CODE AMOUNT

To Decircase Document Prepare	d By:	Date:	
			ř
NIFS Certification	Comptroller Certification	County Discoutive Approval	
certify that this document was accepted into NIFS.	! Centify that an unencumbered belance sufficient to cover this contract is - present in the appropriation to be charged.	, Name , All	
Name	Name to Haw Takes Ogh	Winte // //	
Date	2 14/17	E#:	
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# 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
Nusseu County Legislature
By Voice Vote on 1-23-17
VOTING:
1730 Y sayes 3 abstriced 5 recused 5
Legislaters 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 a	appropriate box ("") after one of the following the requested information.				
for sealed bids. The contract wa	to the lowest, responsible bidder after advertisement as awarded after a request for sealed bids was published [newspaper] on [date] [#] of				
The Contract was entered into a least section [date]. Potent advertisement in email to interested parties and by public on [date].	d pursuant to a Request for Proposals.  after a written request for proposals was issued on ial proposers were made aware of the availability of the RFP by				
	(list # of persons on				
committee and their respective departm scoring and ranking, the highest-ranking	ents). The proposals were scored and ranked. As a result of the				

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 secored 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.

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.   Uendor 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.
and the state of t
Department Head Signature
Date / 16
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

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

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 a roman numerals, and provide all	appropriate box (""") after one of the following the requested information.		
for sealed bids. The contract was	o the lowest, responsible bidder after advertisement s awarded after a request for sealed bids was published [newspaper] on		
[date]. The sealed bids were publicly sealed bids were received and opened.	opened on [date] [#] of		
II.   The contractor was selected.  The Contract was entered into a	I pursuant to a Request for Proposals.  Ifter a written request for proposals was issued on		
[date]. Potenti	al 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 public	eation on the County procurement website. Proposals were due [state #] proposals were received and evaluated. The		
evaluation committee consisted of:	[State ii] proposate viero received and characters and		
	(list # of persons or		
	ents). 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, Patry 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 othe proposers.
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☐ 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 relevan 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.

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required through all inter-mumcipal 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:  \[ \sigma\] 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

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services





### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (I years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of the	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
COUNTY EXECUTI	ve
Vendor authorized as a signatory of the fi The undersigned affirms and so swears th statements and they are, to his/her knowld The undersigned further certifies and affi	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental
	Vendor: SVAM, International, Inc. Signed: SUM On.

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# 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.
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APPLI CONSUM- 1
NOT
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NOT APPLICABLE.
NOT APPUT
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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age 2 of 4	
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Describe John	ying activity conducted, or to be conducted, in Nassau County, and identif
	vity listed. See page 4 for a complete description of lobbying activities
	N/A
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No Annual Action Control of the C	
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TTI C	
The name of p pects to lobby:	persons, organizations or governmental entities before whom the lobbyist
•	
	N/A

		•	
 		- 27 7 7 10-11-11	 

6. If such lobbyist is retained or employment, you must attach a copy of semployment is oral, attach a written state of retainer or employment does not contain have been authorized to lobby, separately	uch document; and ment of the substa in a signed authori	I if agreement of retainer or nee thereof. If the written agreement ization from the client by whom you
7. Has the lobbyist/lobbying organize contributions pursuant to the New York \$2016 and ending on the date of this disclessed beginning two years prior to the date of the tothe campaign committees of any of the campaign committees of any candidates the County Executive, the County Clerk, Legislator? If yes, to what campaign committees of the campaign committees of the County Executive, the County Clerk, Legislator?	State Election Law osure, or (b), begin his disclosure and conference following Nassautor any of the followine Comptroller, the Comptroller, the	ning April 1, 2018, the period ending on the date of this disclosure, County elected officials or to the wing Nassau County elected offices:
	NO	
Machine de la companya de la company		
I understand that copies of this to Information Technology ("IT") to be pos		to the Nassau County Department of s website.
I also understand that upon term give written notice to the County Attorne		r, employment or designation I must ) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to		
The undersigned further certifies and affi listed above were made freely and withou benefit or in exchange for any benefit or	at duress, threat or	
•	tomunoramon,	1 1
Dated: 004-9TM 2016	Signed:	Auls/L
	Print Name:	ANIL ICAPOOR
	Title:	PRESIDENT

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

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



#### **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/zipOld 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 / 1994Treasurer / / /	
	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?	
J.	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 Cowner of Interactive Communications & Systems (USA) Inc. until 9/1/2015 and currently an officer.	

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YES X NO provide details: See attached
Pro	eration evide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriete page and attach it to the questionnaire.
7,	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NOX
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{X}$ 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
-	. 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? YESNO _X _ If Yes, provide details for each such instance.
8.	bankr the pe bankr any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during list 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO _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 $\underline{\times}$ If Yes, provide details for each such conviction.

	ө)	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.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ballowner or officer? YES NO $X$ If Yes; provide details for each such igation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X if Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you falled to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X_ If Yes, provide details for each such

CERTIFICATION	•
A MATERIALLY FALSE STATEMEN	IT WILLFULLY OR FRAUDULENTLY MADE IN
CONNECTION WITH THIS QUEST!	ONNAIRE MAY RESULT IN RENDERING THE
SUBMITTING BUSINESS ENTITY N	NOT RESPONSIBLE WITH RESPECT TO THE PRESENT
BID OR FUTURE BIDS, AND, IN AD	DDITION, 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
	pages of this questionnaire and the following pages of
	complete answers to each item therein to the best of my
	nat I will notify the County in writing of any change in
	bmission of this questionnaire and before the execution of
	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

Sworn to before me this 7 day of Occoper 2016

MELINDA CARRION
Notary Public, State of New York
No. 01CA6294194 Qualified in Queens County

Commission Expires December 16, 2017

Notary Public

entity.

SVAM International, Inc.
Name of submitting business
Anil Kapoor
Print name aud (CM
Signature
President
Title
10 / 1 / 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 Involcing 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.
- 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.

NUMBER	THE STATE OF THE S	State of the second second second second second second second second second second second second second second
r	TIEDAS GRAND, S.A. DE C.V.	Automatic renewal
2	ARECON, S.A. DE C.V.	September 2013 - March 2014
m	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
2	TELEPLAN DE MEXICO SA DE CV	May 2014 - December 2016
9	SOHINSON CONTROLS BE 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
82	TRW STEERING WHEEL SYSTEMS DE CHIHUAHUA S DE RI DE CV	April 2015 - December 2016
6	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
77	FRENOS Y MECANISMOS S DE RL'DE CV	January - December 2016
£1	TRW SISTEMAS DE FRENADO S DE RL DE CV	January - December 2016
14	EUROFREN INVESTMENTS. DE R.L. DE C.V.	July - December 2016

	ASSOCIATION PROPERTY OF STREET AND STREET AN	
TOTAL STATE		
1	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - November 2013
7	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - December 2013
m	CONSULTORA MEXICANA DE NEGOCIOS	September 2013 - January 2014
4	TRANSPAIS ÚMCO, S.A. DE C.V.	September 2013 - September 2014
1/3	CONSULTORA MEXICANA DE NEGOCIOS	January - February 2014
ئ	COMAPA ZONA COMURBADA	March - December 2014
7	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2014 - September 2015
<b>∞</b>	COMAPA ZONA CONURBADA	April - December 2015
בט	COMAPA ZONA CONURBADA	September - December 2016
10	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	September - December 2014
17	FIDEICOMISO FONDO MIXTO - CONACYT	September 2015 - August 2016
51	TRANSPAIS ÚNICO, S.A. DE C.V.	September 2015 - September 2016
13	SECRETARÍA DE ADMINISTRACIÓN DEL GOBIERNO DEL ESTADO DE TÀMAULIPAS	December 2014 - April 2015
14	SECRETARÍA DE FINANZAS DEL GOBIERNO DEL ESTADO DE TAMAULIPAS	April 2015'- June 2016
13	VITEMEX	August 2016 - February 2017
9	SCHOOLAR TECHNOLOGIES LCC	May - September 2016
T.	SCHOOLAR TECHNOLOGIES LCC	October - December 2016
33	CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITECNICO MACIONAL	December 2016

# North Shore Technologies Contracts

1. New Okhla Industrial Development Authority - February 2016

2. Access Financial International
3. AAM Foundation
July 2013
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, MY 11568
	Business address 233 EAST SHORE ROAD STE 201
	City/state/zip GIREAT NECK NY - 110023
	Telephone 516-466-6655
	Other present address(es)
	City/state/zip
	Telephono
	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 <u>01/61/1995</u> Partner /
	Vice President/
•	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
• 4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NOX if Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-
Ų,	for-profit organization other than the one submitting the questionnaire? YES X NO; If Yes, provide details, Thre RACTIVE COMMUNICATIONS & SISTEMS
	WWW.icsus.com (USA)Inc.
	and any control of the state of

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy riste page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit cations 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? YESNOX 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? YESNOX If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questic	arry of the businesses or organizations listed in response to Question 5 filed a aptropriety petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropriety as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chousiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO K If Yes, provide details for each such charge.
•	b)	Is there any misdemeanor charge pending against you? YESNO 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 _X If Yes, provide details for each such conviction.

			In the past 6 years, h misdemeanor? YES NO X I	•	•	• •	
		f)	in the past 5 years, h statutory charges? Y occurrence.	ave you been four 'ES NO 🔀	nd in violation of any If Yes, provide de	administrative o talls for each su	or Ch
	yea Inve sub for, res	ra, esticol ject or c pon	ition to the information have you been the sugation by any federal, tof an investigation won behalf of the submose to Question 5? Yegation.	bject of a criminal state or local pros here such investig itting business ent	investigation and/or ecuting or investigat ation was related to ity and/or an affiliate	a civil anti-trust lve agency and/ activities perfori d business liste	or the med at, d in
10.	ilste ant incl prir	id be i-tru iudi iudi rolp	Ition to the information in response to Questio ist investigation and/o ing but not limited to fe all owner or officer? Y gation.	on 5, been the sub or any other type of ederal, state, and l	lect of a criminal inve finvestigation by any ocal regulatory agen	estigation and/or y government ag cles while you v	r a civil gency, vere a
11.	res pro	por icee	past 5 years, have yo nse to Question 5 had edings with respect to e details for each suot	any sanction impo any professional i	osed as a result of ju	idicial or adminis	strative
12,	app	olica wate	e past 5 tax years, ha able federal, state or l er and sewer charges	ocal taxes or othe	r assessed charges,	Including but no	ot Ilmited

#### CERTIFICATION

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

Information and belief. I understand that the County will rely on the information as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of becomber 2016

MELINDA CARRION Notary Public, State of New York No. 01CA6294194

Qualified in Queens County Commission Expires December 18, 2017

Notary Public

SVAM INTERNATIONAL, INC

Name of submitting business

ABHIMA KAPOOR

Print name

Slanature

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 DHARCANIA.
	Date of birth 10 1 03 12 967
	Home address 140 PCAINVICIO RD.
	City/state/zip WOODBURY, NY 11797
	Business address 233 EAST SHORE RA. SUITE 202
	City/state/zip GREAT NECK, NY 11023
	Telephone 516-466-6655 ETM: 214
	Other present address(es)
	Clty/state/zlp
	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 - +ill 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? YESNO_X

U.	Section	n 5 In the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration o vide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy thate page and attach it to the questionnaire.
7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit zetions listed in Section 6 in which you have been a principal owner or officer:
	а.	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 $\underline{\vee}$ 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 // If Yes, provide details for each such instance.
8.	bankru the pa bankru any su Initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is solve the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{\times}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO 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 _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 K 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.
	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affillated business listed in use to Question 5? YES NO \( \subseteq \) if Yes, provide details for each such igation.
10.	listed i anti-tro includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pallowner or officer? YES NO _X If Yes; provide details for each such ligation.
11.	respoi proced	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; le details for each such instance.
12.	applic	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any eable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO _X If Yes, provide details for each such

#### CERTIFICATION

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

I, VIVAL <u>hablania</u>, being only swom, 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 god day of December 2016 MELINDA CARRION Notan Public State of New York
TOTAL PROPERTY DIGITAL TOTAL TOTAL
No. 01CA6294194
Qualified in Queens County
Commission Expires December 16, 2017
Malegaph Van.
1 ( ) A Market Comment

Notary Public

SVAM INTERNATIONAL INC Name of submitting business

#### **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: <u>i0/7/20/6</u>
	1) Proposer's Legal Name: SVAM International, Inc.
	2) Address of Place of Business: 233 East Shore Read, 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 _X Other (Describe)
310	7) Does this business share office space, staff, or equipment expenses with any other business?  Yes No _X
	8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding, 280 PAN

County or a	oposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No _X_ If Yes, state the onding agency, (if a bond), date, amount of bond and reason for such cancellation e: or details regarding the termination (if a contract).
	oposer, during the past seven years, been declared bankrupt? Yes No _X e date, court jurisdiction, amount of liabilities and amount of assets
affiliated be investigated the past 5 a criminal in prosecuting performed	five years, has this business and/or any of its owners and/or officers and/or any usiness, been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency, where such investigation was related to activities at, for, or on behalf of an affiliated business.  Io X If Yes, provide details for each such investigation.
affillated b but not lim has any ov any govern agencles,	5 years, has this business and/or any of its owners and/or officers and/or any usiness been the subject of an investigation by any government agency, including ited to federal, state and local regulatory agencies? And/or, in the past 5 years, wher and/or officer of an affiliated business been the subject of an investigation by ment agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated yes No _X If Yes, provide details for each such investigation
had, either charges pe	urrent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the ertained to events that allegedly occurred during the time of employment by the 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 piea, 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.
	s) În the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X _ If Yes, provide details for each such occurrence
business in respect to	t (8) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X; If Yes, provide details for instance,
pay any a limited to such year space, ph	nst (5) tax years, has this business falled to file any required tax returns or falled to polloable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes
Provide a det	alled response to all questions checked "YES". If you need more space, a appropriate page and attach it to the questionnaire.
17) Conflict ຕ a) ເບຖ	f Interest:  Pléase disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nasseu County.  No conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servent that may create a conflict of interest or the appearance of a conflict of Interest in acting on behalf of Nassau County.  No conflict exits
	(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 W Nows
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 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 offier 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;

Anii Kapoor, President & CEO SVAM International, Inc. 233 East Shore Road Great Neck, NY 11023

directors of the company;
Ashima kapoor, Chief Financial Officer

III) Name, address and position of all officers and directors of the company;

Vikas Dhablarila, Chief Operating Officer

Allea Dilabiditial Citics obolding Auton

Joe Marchese, Managing Director

Michael Capillets, Managing Director

Manay 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)

- lv) 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 \$ 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.tanela@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-Mall Address:

thakkerp@hra.nyc.gov

Jul 12/28/2015 (ANIL CAPOOR)

# CERTIFICATION

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, AM KAPDW , 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 Tth day of OCHODER 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 CAPOOR  Print name  Signature  PUESIDENT
Title (0 , 07 , 2016 Date
Date

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anii 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

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 Certifled 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

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 websile. 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 (<a href="https://www.nyc.gov/buycertified">www.nyc.gov/buycertified</a>) 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 emollments, 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.nyo.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 <a href="https://www.nyc.gov/businesssolutions">www.nyc.gov/businesssolutions</a> or calling 31 I.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or <a href="mwbe@sbs.nyc.gov">mwbe@sbs.nyc.gov</a>.

Sincerely,

Alfred O. Milton. Director of Certification

Shalo. Milto



Division of Economic and Financial Opportunity

# Svam International, Inc

Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE). This certificate acknowledges that this company has met the criteria as established by the MBE

Certificate Number:

**MWCERT-7857** 

Expires on:

2/27/2020

Bid & Blani

Marin

Maria Torres-Springer, Commissioner



Division of Economic and Financial Opportunity 110 William Street, New York, NY 10038 212-613-6311 WYR-MYC-ROYSES

# 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

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-1-2119: 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

212.613.6300 tol. 212.618.8991 fax 02/26/2015

Auil Kapoor President Svam International, Inc 233 East Shore Road, Suite 201

Great Nock, NY 11023-9999

Tex ID/SSN #: xx-xxx0965 FMS ID #: 0000597703

RE: MBE Certification

Dear Anll 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. Fortal 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.

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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 <a href="https://doi.org/10.1001/journal.com/bids/banyo.gov">https://doi.org/10.1001/journal.com/bids/banyo.gov</a> 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.nyo.gov/husinesssolutions or calling 311.

If you have questions regarding your business' vertification, please contact us at 212-513-6311 or mwhothshanya.gov.

Sincerely,

Alfred O. Milton Director of Certification

April O. M.Ho

110 William Street New York, NY 10038
Tel. 212.513.6300 \* FAX 212.618.8991 \* TDD 212.513.6306
www.nyc.gov



Division of Economic and Financial Opportunity

# Stan International, Inc

Program at the New York City Department of Small Business Services and is therefore certified as a This certificate acknowledges that this company has met the criteria as established by the MBE Minority-owned Business Enterprise (MBE).

Certificate Number: MV

MW/CERT-7857

Expires on:

2/27/2020

Ell de Blasio, Mayor

Merrina

Maria Torres-Springer, Commissioner



Division of Economic and Fluencial Opportunity (10 William Street, New York, NY 10038 242-\$13-6311 www.myg.gev/sbs

# MBE CERTIFIED

# Svam International, Inc.

Certificate Number: MWCERT-7857

Expires on: 2/27/2020

# Empire State Development

October 16, 2014

File ID: 46500

Mr. Anii Kapoor SVAM international Inc. 233 East Shore Road Sulte 201 Great Neck, NY 11023

Dear Mr. Anli 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,

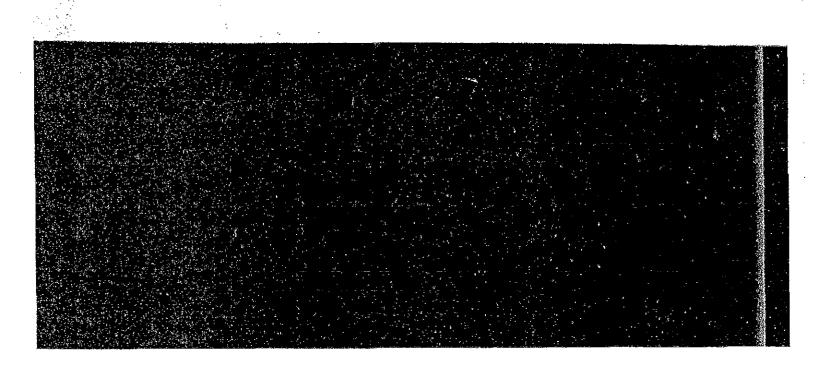
Bette Yee

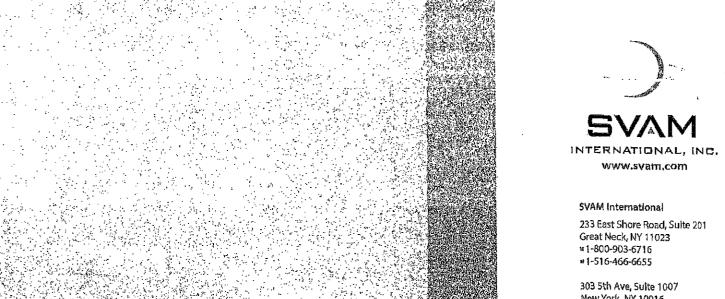
Director of Certification Operations



Putting Informa Techno To Worl

www.svam.c





New York, NY 10016 ×1-800-903-6717

### North Shore Technologies

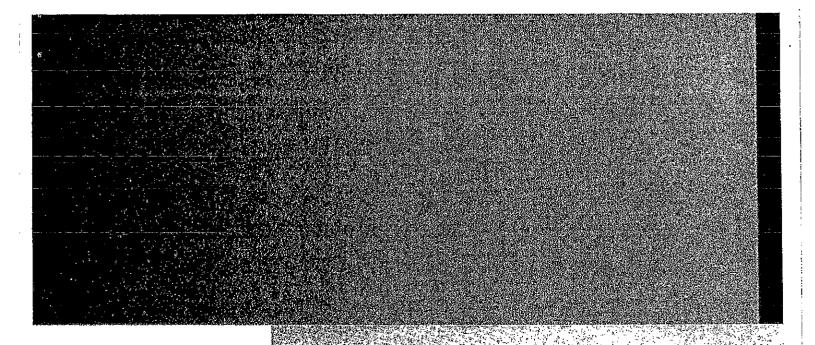
Logix Techno Park 3rd Floor, Tower'D' Plot No 5, Sector 127 Nolda - 201301, India ¥91-120-4043400

3rd Floor 101 Tollygunge Circular Road Kolkata - 7000053, India ×91-33-24000204

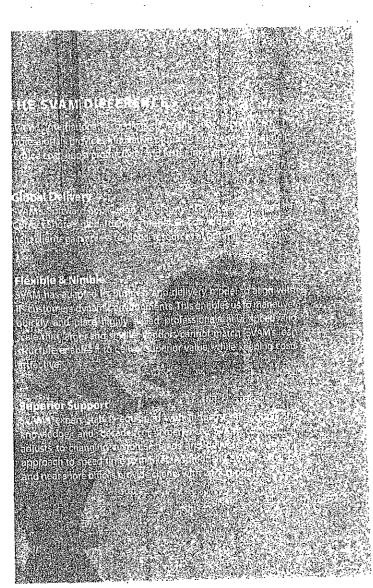
### SVAM International De Mexico

Blvd. Adolfo Lopez Matéos S/N. Centro Universitario C.P. 87149 Ed. Cauce, First Floor Victoria, Tamaulipas Mexico \*52-834-31-2-55-16 ·

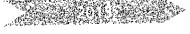
Guanajuato 230 A, Col. Rodríguez, CP 88630 Reynosa, Tamaulipas, Mexico · 52-899-923-23-20

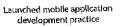


## PRESIDENT'S MESSAGE











Launched IoT and CRM Practices

Launched the SVAM Innovation Center

# Quality Assurance (QA)

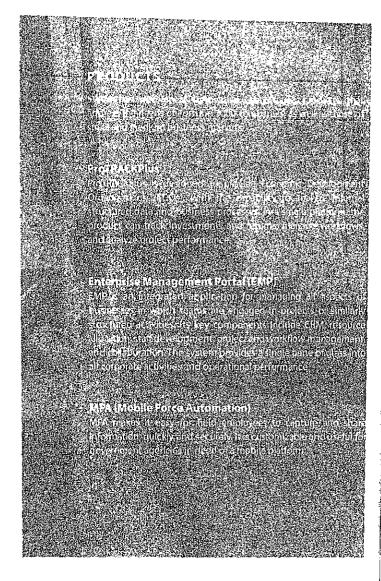
SVAM provides a comprehensive suite of testing and program management services to ensure that organizations realize the maximum value of their investments in enterprise applications. We ensure quality in every step of the testing life cycle by using proven and documented methodologies to improve predictability 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.



D/OYA):A

Certified as CMMI level 3. Entered into partnership with Saperion & Softheon. Launched Big Data & Analytics and Collaboration practices

Started near shore Development Center in Mexico

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Launched Products group with our first product, "ProTRACKPlus"

201/1

Added 2 more products to the r "EMP" & "MATHEMATICA VIR"

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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 1 service Government agencies

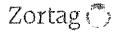


BankofAmerica



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Deutsche Bank





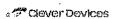
Information Technology & Telecommunications

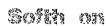


Humen Resources Administration





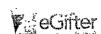








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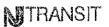
















































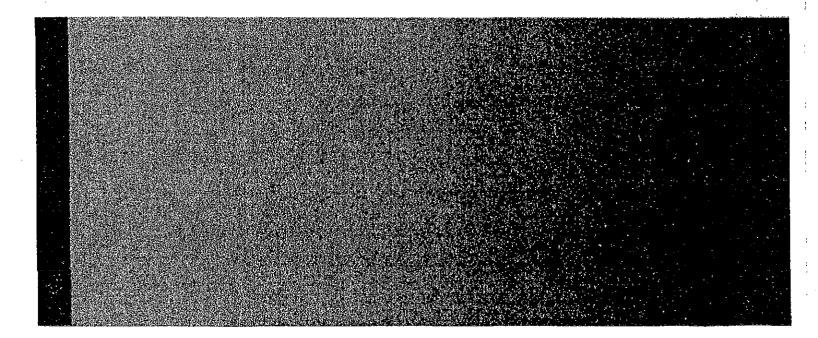
Administration for Children's Services

SHEARMAN & STERLINGIII

TCC »







# COUNTY OF NASSAU

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

1. Name of the Entity: S\	/AM international, Inc.
Address: 2	33 East Shore Road, Suite 201
City, State and Zip Code:_	Great Neck, NY 11-23
2. Entity's Vendor Identifi	cation Number: 11-3190965
3. Type of Business:	Public Corp Partnership Joint Venture
Ltd. Liability CoX	Closely Held CorpOther (specify)
Directors or comparable be	es of all principals; that is, all individuals serving on the Board of ody, all partners and limited partners, all corporate officers, all parties numbers and officers of limited liability companies (attach additional
Anil Kapoor, 14 Forte	Drive, Old Westbury, NY 11568
Ashima Kapoor, 14 F	orte Drive, Old Westbury, NY 11568
Vikas Dhablania, 140	Plainview Road, Woodbury, NY 11797
5. List names and address shareholder is not an indiv	es of all shareholders, members, or partners of the firm. If the vidual, list the individual shareholders/partners/members. If a Publicly a copy of the 10K in lieu of completing this section.
Anii Kapoor, 14 Forte	Drive, Old Westbury, NY 11797

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	Secultion de la Constitución de	<u></u>		44418.424657957979791417979914179799914179	mandikalka jamangan primaripi mendelebanah katencerah penjangan penjangan menandan dan penjang beg
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áu Coi	mty, New York Sta	te):	Nane	de post	
sau Cou	mty, New York Sta		Nane	de postrole	

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).

3. <u>Full Force and Effect</u>. 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 INTERNAȚIONAL, INC.	
By: dulla.	
Name: Anil Kapoor	
Title: President	_
Date: 10/25/2016	
NASSAU COUNTY	
The Site of	
Name: Franco H. Warr	_
Name: Esupeo H! himsely	

Title: Deputy County Executive

PLEASE EXECUTE IN BLUE INK

) ss.;
COUNTY OF NASSAU)
On the 25th day of 00tober in the year 2016 before me personally came Anil Kapoot 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  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 day of Famual in the year 2017 before me personally came Educated to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Maray: 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.
FRANCIS X. BECKER II  NoTARY PUBLIC  No. 01BE5073153  Qualified in Nassau County  Commission Expires February 1B, 1999

STATE OF NEW YORK)



NIFS ID:CLIT17000011

# Department: Information Technology

Capital: X

SERVICE: Supplemental Staffing

Contract ID #:CQIT15000017

NJFS Entry Date: 20-JUN-17

Term: from 16-NOV-15 to 15-NOV-18

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

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

Vendor Info:	
Name: SVAM International Inc.	Vendor ID#: 113190965-01
Address: 233 Eas Shore Road	Contact Person: Allen Goldin
Great Neck, NY 11023	
<u> </u>	Phone: 516-466-6655 x218

Department:	
Contact Name: Vandana Manuc	Ed Eisenstein ***Final Complete contract to ha***
Address: 240 of	d Country Road
Mineola, NY 11	501
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**

Purpose: Supplemental staffing services for Nassau County 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 is Information technology projects, including ERP project and other NC IT projects that require additional staffing on an as-needed basis.

### Method of Procurement: RFP

Procurement History: 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.

### Description of General Provisions: 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.
- LAII SOW responses must be received by the deadline specified when the SOW is sent to the vendors.
- L 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: Impact on Funding / Price Analysis:

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.

### Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

# Advisement Information

	<b>'</b>	
BUDGET CODES	FUNDING AMOUNT	
	LI ONDANG / MILOUM	

Fund:	ITGEN 1000
Control:	
Resp:	
Object:	DE500
Transaction;	
Project#:	97109
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

SOURCE	
Revenue	
Contract:	
County	\$ 50,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 200,000.00
Other	\$ 0.00
TOTAL	\$ 250,000,00

•

LINE	INDEX/OBJECT CODE	AMOUNT
05	ITGEN1000/DE500	\$ 50,000.00
04	PWCAPCAP/00002/ 97109/000	\$ 200,000.00
		\$ 0.00
		\$ 0,00
		\$ 0.00
		\$ 0,00
	TOTAL	\$ 250,000.00

# RULES RESOLUTION NO. 27 £ 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.

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 Mineols, 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 a roman numerals, and provide all	ppropriate box ("Z") after one of the following	
for sealed bids. The contract was	the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published [newspaper] on	
[date]. The sealed bids were publicly sealed bids were received and opened.	opened on [date] [#] of	
The Contract was entered into a	pursuant to a Request for Proposals.  fter a written request for proposals was issued on all proposers were made aware of the availability of the RFP by	
email to interested parties and by public	[newspaper], posting on industry websites, via ation on the County procurement website. Proposals were due [state #] proposals were received and evaluated. The	
	(list # of persons on nts). The proposals were scored and ranked, As a result of the	

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

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI. Il 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. In 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: $\square$ a review of the oriteria 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
Dato

# Exhibit A



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election Lav ending on the date of this disclosure, or (b), I years prior to the date of this disclosure and campaign committees of any of the following committees of any candidates for any of the	of the vendor provided campaign contributions v in (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two ending on the date of this disclosure, to the g Nassau County elected officials or to the campaign following Nassau County elected offices: the County or, the District Attorney, or any County Legislator?
the County Executive	
the Comptroller	
the Comptroller the District Attor	ney
Vendor authorized as a signatory of the firm The undersigned affirms and so swears that I statements and they are, to his/her knowledg The undersigned further certifies and affirms	ne/she has read and understood the foregoing e, true and accurate. s that the contribution(s) to the campaign committees out duress, threat or any promise of a governmental
Dated: 06 07 2017 Si	endor; SVAM International, Inc.  gned: Quil O/
T	itle: President

# Exhibit B



# COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM

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	<del></del>
	-
	~
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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<u> </u>	
	•
<del>-1</del>	
D	Hada adaga a ta ta ta ta ta ta da da da da da da da da da da da da da
Describe in	bbying activity conducted, or to be conducted, in Nassau County, and identify attivity listed. See page 4 for a complete description of lobbying activities.
anda) tor cacit a	warry usect, usee page 4 for a complete description of foodying activities.
	NONE
top	
1	
•	
The name (	of persons, organizations or governmental entities before whom the lobbyist
The name (	of persons, organizations or governmental entities before whom the lobbyist
The name o	of persons, organizations or governmental extities before whom the lobbyist
The name o	of persons, organizations or governmental entities before whom the lobbyist
The name opects to lobby:	of persons, organizations or governmental entities before whom the lobbyist
The name opects to lobby:	of persons, organizations or governmental extities before whom the lobbyist
The name opects to lobby:	of persons, organizations or governmental entities before whom the lobbyist

6. If such lobbyist is retained or employment, you must attach a copy of stemployment is oral, attach a written states of retainer or employment does not contain have been authorized to lobby, separately 7. Has the lobbyist/lobbying organization or the lobbyist/lobbying organization or the date of this discloss beginning two years prior to the date of the to the campaign committees of any of the campaign committees of any candidates for the County Executive, the County Clerk, the County Clerk, the County If yes, to what campaign committees of any candidates for the County Executive, the County Clerk, the County Clerk, the County If yes, to what campaign committees of the county Clerk, the County Clerk, th	nent of the substa in a signed authori- attach such a write ation or any of its tate Election Law sure, or (b), begin als disclosure and following Nassau or any of the follo the Comptroller, t	d if agreement of retainer or nee thereof. If the written agreement ization from the client by whom you ten authorization from the client.  corporate officers provided campaign in (a) the period beginning April 1, uning April 1, 2018, the period ending on the date of this disclosure, a County elected officials or to the twing Nassau County elected offices:
NONE		
N. S. L. Marie		
انواند در در در در در در در در در در در در در	And the state of t	
y The Albert Minister of Manager Market () depressed and garden and general action are great and principles of the second and garden and great and	······································	
Information Technology ("IT") to be post	ed on the County	to the Nassau County Department of s website.
give written notice to the County Attorne		
VERIFICATION: The undersigned affirm the foregoing statements and they are, to l		
The undersigned further certifies and affinited above were made freely and without benefit or in exchange for any benefit or i	t duress, threat or	
Dated: 06 07 2017	Signed;	_durler_
	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.

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 PORM

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 enswer 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 Anii Kapoor	
	Date of birth10/_14/_1958	
	Home address 14 Forte Drive	
	City/state/zip Old Westbury, NY 11568	
	Business address 283 East Shore Road, Suite 201	
	City/state/zip Great Neck, NY 11023	
	Telephone 518-468-8656	
	Other present address(es)	
	City/state/sty	
	Telephone	
	List of other addresses and telephone numbers attached	
2,	Positions held in submitting business and starting date of each (check all applicable)	
K#1	President 91/11/1994Tressurer//	b br. ed
	Chairman of Board Sharsholder	
	Chief Exec, Cifficer Secretary	
	Chief Financial Officer / / Fartner /	
	Vice President	
	(Other)	1 41 64
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.	
<b>4</b> ,	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 I I Yes, provide details. Owner of North Shore Technologies, SVAM Inti de Mexico, Forte Holding and 250 PAN Owner of Internative Communications & Systems (USA) Inc. until 9/1/2016 and currently an officer.	t ver met

Ģ.	<b>CARCITÓ</b>	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YES X. NO provide details. See attacked		
ope p†q	NOTE: An affirmative answer is required below whether the sanction areas 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 questionnairs.			
7.	7. In the past (8) years, have you and/or any affiliated businesses or not-foir-profit organizations listed in Section 5 in which you have been a principal owner or officer:			
	9,	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X If Yes, provide details for each such instance.		
	þ.	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.		
	Ö,	Been denied the award of a contract and/or the epportunity to bid on a contract, including, but not limited to, fellure to meet pre-qualification standards? YESNOX If Yes, provide details for each such instance.		
	đ.	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 skillty to bid or propose on contract? YES NOX if Yes, provide details for each such instance.		
8,	bankru the: pa bankru any au initiate questi	any of the businesses of organizations listed in response to Question 5 filed a aptrop patition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptropers as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yea', provide details for each such instance. (Provide a detailed response to all one chacked "YES". If you need more space, photocopy the appropriate page and it to the questionnairs.)		
	a)	is there any felony charge pending against you? YES NO _ $K$ if Yes, provide details for each euch charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO _X_ If Yes, provide details for each such charge.		
	c)	le there any administrative charge panding against you? YES NO _X If Yes, provide details for each such charge.		
	<b>d</b> )	In the past 10 years, have you been convicted, after trial or by plea, of any follony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNO $X$ if Yes, provide details for each such conviction.		

	Misdemeanor? YES NO _X_ If Yee, provide details for each such conviction.
f)	In the past 8 years, have you been found in violation of any administrative or statutory charges? YES NO _X_ If Yes, provide details for each such occurrence.
years, investing subject for, or	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a oriminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X if Yes, provide details for each such gation.
listed li anti-tru includi	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a oriminal investigation and/or a civil set investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO $X$ if Yes; provide details for each such gation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in

provide details for each such instance.

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;

12. For the past 5 tax years, have you falled to file any required tax returns or falled 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

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

9. In ye

10. In

year.

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

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 June...

20 1

MELINDA CARRION Notary Public, State of New York No. 010A6294194 Qualified in Queens County Commission Expires December 16, 2017

Date

### HYAM INTERNATIONAL de IMEXICO 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. ORP is a project developed for Cinvestav Tamanlipas. 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 Tamanlipas. This system provides a virtual framework for helping CINVESTAV Tamanlipas 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. Idealth Secretary.
- 2. General Hospital.
- 3. Ifmance Secretary.
- 4. Fondo Tamaulipas.
- 5. COMAPA Tampico (Water Services Company).
- 6. COMAPA Victoria (Water Services Company).
- 7. Tamatan Zoo.
- 8. Temeulipas Education for Adults Institute.
- 9. Abasolo Municipal Government.
- 10. Temenlipse Sports Institute.
- 3. Other projects developed for the Tamaulipas State Government include the Klosk application for the Civil Records Department. This Klosk application is a self-service

system running on special hardware, capable of printing official certificates like (Birth, Marriago, Divorce and Death) and can receive payments for the services provided. This project was enseuted from August 2014 to February 2015, with a total cost for hardware and software of 100,000 USD.

- 4. COMAPA Tempico is a local organization which controls the water services in the Tampico Tempulipas 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 SYAM 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 Tamenlipas 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.

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F.	THEM'S GRAME, S.A. DECV.	Autosialis renewal
2	ARECON, S.A. DE C.V.	September 2013 - March 2014
ĸ	THEN VEHICLE SAFETY SYSTEMS DE MEXICO S DE RL DE CV	April 2014 - December 2016
¥	TRAW SISTEMASS DE DIRECCIONES S DE RE DE CY	May 2014 - December 2016
L)	THE BEAM DEMINISTRATION OF THE PERM DEMINISTRATION OF CHARACTER AND THE PERM D	May 2014 - December 2016
9	LOPENSON CONTROLS BE SERVICTOS MEDICO S DE RA DE CV	famiany - Mine 2015
7	THEW OCCUPANT RESTRAINES DE CHINDANDAS DE RE DE CV	April 2015 - December 2016
60	TRW STERMING WHEEL SYSTEMS DE CHINDAPUAS DE RL DE CV	April 2015 - December 2016
en,	LIBANABIT INC	2102 4pg
37	CONTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTRIUTO POLÍTECINICO NACIONAL	July 2015 - September 2016
33	FRANKEL, INC	September 2015 - October 2016
25	FFENOS Y MECAMSHOS S DE BL DE CV	Faruary - December 2016
XI)	TRW SISTEMAS DE REBNALOS DE PL. DE CV	January - December 2016
14	FURCHREN INVESTMENTS. DE PL. DE C.V.	July - December 2015

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٦	CORNEL LOSA MEXACIAN MESCULES	בייים בייים בארים בארים בייים בייים בייים
N	CONSTITURA MÉXICANA DE NEGOCIOS	September 2013 - December 2013
m	CONSILIORA MEXICANA DE NEGOCIOS	September 2013 - Jantary 2014
eş*	TRANSPAIS UNIXO, S.A. DE C.V.	September 2013 - September 2014
K)	CONSTITURA MENERANA DE NEGOCEOS	Paruary - February 2014
0	COMMEN COMMENDA	Marth-December 2014
1	TRANSPAIS GNUCO, S.A. DE C.V.	September 2014 - September 2015
00	CONDAPA ZONA COMURBADA	April - December 2015
cn.	COMPARA ZONA CONTRIBADA	September - December 2015
8	SECRETARIA DE ALMANISTRATIÓN DEL CODIENDO DEL ESTADO DE TAMADORAS	September - December 2014
13	HENECOMISO FONDO MEXTO - CONACYT	September 2015- August 2016
<b>(2)</b>	TRANSPASS UNICO, S.A. DE C.V.	September 2015 - September 2016
ti Ci	SECRETARIA DE ARMANISTRACIÓN DEL GOBJERNO DEL ESTADO DE TAMALUDAS	December 2014 - April 2015
**	SECRETARIA DE FRIMANZAS DEL GORBERNO DEL ESTADO DE TAMMENTPAS	April 2015 - June 2016
\$	WIEASK	August 2016 - February 2017
99	SCHOOLARTECIMOLOGIESICE	May - September 2016
H	SCHOOLAR TECHNOLOGIES LCC	October - December 2015
00	ACENTRIO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DE INSTITUTO POLITECATO NACIONAL	December 2016
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# 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 enswered 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 enswer 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 NIABCANA.
	Date of birth 10 103 12967
	Home address 140 PCANVICIO RD
	City/state/zip WoodBury NY 1/7-077-
	Business address 233 CAST SHORE RD SUITE 201
	Olty/state/zip GREAT NECK, NY 1/023.
	Telephone 516-466-6655 #TM: 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)
	PresidentTreasurer
	Chairman of Board
	Chief Exec. Officer/ Secretary/
	Chief Financial Officer// Partner//
	Vice Prosident
	(Other) CMICK OPERATING OFFICER 01/01/2000 - HIN deate
3,	Do you have an equity interest in the business submitting the questionnaire? YES NOX 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.
Б.	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? YESNOXNOX

6,	Section	ny governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YES NO X provide details.
ope ye	eration bylde a	affirmative answer is required below whether the sanotion arose automatically, by of law, or se a result of any action taken by a government agency.  detailed response to all questions checked "YES", if you need more space, photocopy or late page and attach it to the questionnaire.
7.	in the porganiz	past (6) years, have you and/or any affiliated businesses or not-for-profit zetions listed in Section 6 in which you have been a principal owner or officer:
	Ø,	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.
	Q.	Been signled 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 If Yes, provide details for each such instance.
8,	bankru the par bankru any su initiate question	iny of the businesses or organizations listed in response to Question 6 filed a liptoy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any partion of the last 7 year period, been in a state of liptoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is off business now the subject of any pending bankruptcy proceedings, whenever d? if 'Yee', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	· a)	is there any felony charge pending against you? YES NO _X if Yes, provide details for each such charge.
	b)	is there any misdemeaner 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 🔀 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 orime, 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.

0)	In the past 5 years, misdemeanor?	have you been convicted, after trial or by plea, of a
		If Yes, provide details for each such conviction,

- f) In the past 8 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_\_ NO X \_\_\_ If Yes, provide details for each such cocurrence.
- 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 Cluestion 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 it tax years, have you falled to file any required tax returns or falled 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, VIKOS DIADIANA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Thay of June 20 17

MELINDA CARRION
Notery Public, State of New York
No. 010A8294194
Quelified in Queens County
Commission Expires December 18, 2017

Notery Public

SVAM International, Inc.
Name of submitting business

VIKAS Dhablawia

Print name

Hal Maklawi

Signature

Chief Operating Officer

Title

Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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, PAILURE 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

ار فابستان وقاه	NAME OF THE PARTY
ŧ.	Principal Name <u>LASHIMA KAPOOR</u>
	Date of birth <u>99/15/1966</u>
	Home address 14 FORTE DRIVE
	City/state/zip OLD WESTBURY NY 11568
	Buelness address 235 EAST SHORE ROAD SITE 201
	Olty/state/xlp CFIREAT MECK MY - 110023
	Telephone 516-466-6655
	Other present address(es)
	City/state/zip
	Telaphona
	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/
	Ohlef Exec. Officer/ Secretary/
	Chief Financial Officer <u>©1/©1/1995</u> Fartner //
	Vice President
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES ND if Yes, provide details.
<b>4</b> .	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 X NO ; If Yes, provide details. THIE RACTIVE COMMUNICATIONS & SISTEMS
	WOD. ELEDI- COM

Q.	Seotlo	ny governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YES NO X provide details.
op Pr	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _K If Yes, provide details for each such instance.
	Q,	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
	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 NOX If Yes, provide details for each such instance.
6.	bankru the par bankru any su 'Initiate questk attach	any of the businesses or organizations listed in response to Question 6 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d'? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO K If Yes, provide details for each such charge.
	b)	te there any misdemeanor charge pending against you? YESNO 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 orime, 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.

- 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 violetion 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 Guestion 57 YES \_\_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such investigation.
- 10. In addition to the information provided, in the past 6 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 cancilon 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 6 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. ASHIMA KAPOR , 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 The day of June 2017MELINDA CARRION
Notary Public, State of New York
No. 016A8294194

Gualified in Queens County Commission Expires December 16, 2017

Notary Public

SVAM International, Inc.

Ashima Kapoor

Print name

Signature

Chief Financial Officer

Title

06 109 12017

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.

	BE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING JESTIONS).
Da	te: <u>b/7/2017</u>
1)	Proposer's Legal Name: SVAM International, Inc.
2)	Address of Place of Business; 233 East Shore Road, Suite 201, Great Neck, NY 11023
Lis	t all other business addresses used within last five years:  NONE
3)	Mailing Address (if different): NONE
	one : 516-466-6655
Do	es the business own or rent its facilities? rent
4)	Dun and Bradstreet number: 94-642-3985
5)	Federal I.D. Number: <u>11-3190965</u>
6)	The proposer is a (check one): Sole Proprietorship Partnership (Corporation X )Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No _X If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes X No_ If Yes, please provide details: SVAM Affiliates: North Shore Technologies, SVAM International de Mexico, Forte Holding,

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 sifiliates listed in response to #8
10)	Has the proposer ever had a bond or surety cancelled or forfelted, or a contract with Nassau County or any other government entity terminated? Yes No $\times$ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfelture: 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

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X If Yes, provide details for each such occurrence.
business respect to	t (6) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X ; If Yes, provide details for instance.
pay any a ilmited to such year	ast (5) tax years, has this business falled to file any required tax returns or falled to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire.
	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists
	(ili) 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 Capitets, Managing Director

Manay 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

- 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.tanela@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-Mall Address:

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, All Aport 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 The day of June 2017  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: SYAM INTERNATIONAL NC.
By: ANIL LAPCOR Print name Signature
PRESIDENT & CAO Title
<u>06 /07 /2017</u> Date

# Empire State Development

October 16, 2014

file ID: 46500

Mr. Anii Kapoor SVAM International Inc. 233 East Shore Road Suite 201 Great Nack, NY 11023

Dear Mr. Anii Kapoor:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWSD) has determined that your firm, SVAM International Inc., continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and SNYCRR Section 240 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Minority flusiness enterprise (MiiE). 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 andeavors, particularly those involving State agencies.

Sincerely,

**Bette Yee** 

Director of Certification Operations

# Empire State Development

New York State Department of Repnorme Development GBS Third Avenue New York New York 10017 Tel 212 803 2414 Web Site: www.esd.ny.gov/WWBS/html

October 16, 2014

File ID: 46500

Mr. Anii Kapoor SVAM International Inc. 233 East Shore Road Suite 201 Great Neck, NY 11028

SYAM International Inc. will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-1-0139: COMPUTER INTEGRATED SYSTEMS DESIGN

ESD-I-0147; COMPUTER AUTOMATION ESD-I-2101; COMPUTER TECH SUPPORT

89D-1-2119: INFORMATION TECHNOLOGY DESIGN

ESD-I-2172: Contract Stapping RSD-L-2048: 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

212,618,6300 tel. 212,618,6901 fex 02/25/2015

Anil Kapoor Prosident

Curve Yatauna

Syam International, Inc 233 East Shore Rend, Suite 201 Great Neck, NY 11023-9999 Tax ID/SSN #: xx-xxx0965 PMS ID #: 0000597703

RE: MBE Certification

Dear Anil Kapcor:

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, efficiers, operational control, business address, principal product(s) or sorvice(s). To update your business enterprise's information, create an account online at the <u>BBS Cartification Self Sorvice</u>. Partin wobsite, 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 <u>SHS Cartification Self Service</u>. Partin! 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.nyo.gov/buyuertified) 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 sciling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor corollments, 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 <a href="https://doi.org/10.1016/j.com/10.1016/

SBS also offers a range of other valuable services to help you grow your business. We can help you scoure financing and access City benefits, We'll support your expansion by working with you to locate available space, identify monay-saving incentive programs, and recruit qualified employees. We'll out 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 <a href="https://www.gvo.go.y/mainesses/lutions">www.gvo.go.y/mainesses/lutions</a> or calling 311.

If you have questions regarding your business' certification, please contact us at 212-513-6311 or maxis@abauxe.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.nyo.gov



Division of Economic and Financial Opportunity

Svam International, Inc.

Program at the New York City Department of Small Basiness Services and is therefore certified as a This certificate acknowledges that this company has met the criteria as established by the MBE Minority-owned Business Enterprise (MBE).

Certificate Number:

MWCERT-7857

Expires on: 22712926

Sill de Klari

Marie Torres-Springer, Commissioner



Division of Economic and Phonomic Opportunity 110 William Street, Nov York, NV 10038 212-818-6311 YUNKANYA (OYIADA

#### MBE CERTIFIED

# Svan 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	298 East Shore Road, Suite 201	Anternance angles and support of supplied the supplied to the supplied of the supplied and and substitute of the supplied to the supplied t
City, State and Zip Code	. Great Neck, NY 11-23	enthalparansiquaghijingkik <sub>e</sub> in termenyo orbo servenyo prinsendah Pendik Shikin sahang p
2. Entity's Vendor Identi	fication Number: 11-3190986	is a complete to the service dependent of the service part of the service to the
3. Type of Business:	_Public CorpPartnership	Joint Venture
Lid, Liability Co	X_Closely Held Corp	Other (specify)
Directors or comparable	body, all partners and limited	individuals serving on the Board of partners, all corporate officers, all parties ted liability companies (attach additional
Anti Kapeor, 14 For	te Drive. Old Weethury, NY 1166	B
Ashima Kapoer, 14	Forte Drive, Old Westbury, NY 1	1608
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shareholder is not an ind		ers, or partners of the firm. If the wholders/partners/members. If a Publicly completing this section.
Anli Kepçer, 14 Fort	5 Drive, Old Westbury, NY 11797	。 
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Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
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 Pianning 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: 6/7/2017 Signed: 0 w/ Q/

Print Name: Anll 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.

# Page 1 of 4

### COUNTY OF NASSAU

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

1. Name of the Earlity: Intersolive Communications & Systems (USA) Inc.
Address 283 East Shore Road
City, State and Zip Code; Great Neck, NY 11028
2. Entity's Vendor Identification Number: 11-8275989
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co Closely Hold CorpOther (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Yonguras, and all members and officers of limited liability companies (attach additional sheets if necessary):
Achima Kapear, 14 Forte Drive, Old Westbury, NY 11868
Anii Kapoor, 14 Forto Drivo, Old Westbury, NY 11668
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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 10% in lieu of completing this section.
Ashima Kappor, 14 Forte Drive, Old Westbury, NY 11568
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Page 2 of 4		
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.		
SVAM International, Inc Parent Company		
280 PAN inc affiliated company		
Forte Holding Corp - affillated 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):		

# Page 3 of 4

None	
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(c) List whether and where th Nassau County, New York State):	he person/organization is registered as a lobbyist (e.g.,
None	
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8. VERIFICATION: This section material or Vendor authorized as a	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swe statements and they are, to his/her ki	ears that he/she has read and understood the foregoing knowledge, true and accurate.
Dated: 06 07 2017	Signed: Out O
3	
<b>,</b>	Print Name: Anll Kapoor

#### 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.

# Page 1 of 4

## COUNTY OF NASSAU

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

1. Name of the Entity: 280 PAN INC.
Address: 233 East Share Road
City, State and Zip Code: Great Neck, NY 11023
2. Entity's Vender Identification Number: 11-3173681
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co Closely Held Corp affiliate Cther (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or companible 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);
Anii Kapoor - 14 Forte Drive, Old Weatbury, NY 11686
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Anli Kapour - 14 Forte Drive, Old Westbury, NY 11868
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I. above (if none, enter "None"). Attach a separate disciosure 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  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, pid, 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 perfore - 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):				
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				
Interactive Communications & Systems (USA) Inc affiliated company				
Forte Holding Corp - affiliated company				
North Shore Technologies - affiliated company				
SVAM International de Mexico - affiliated company				
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(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: Signed: Print Name: Anll 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: FORTE HOLDING CORP.
Address: 333 Seel Shole Road
City, State and Zip Code: Great Neck, NY 11023
2. Entity's Vendor Identification Number. 26-3652049
3. Type of Business: Public CorpPartnershipJoint Venture
Ltd. Liability Co X Closely Held Corp stillete 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):
Anii Kapoor - 14 Forte Orive, Old Weelbury, 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, that the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
Anil Keboor - 14 Forte Drive, Old Weelbury, NY 11568

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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 Contract
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: Chiller.
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: North Shore Technologies Pvi Ltd
Address: Logix Techno Park, 1st Ft. Tower B. Plot#5, Sector #127
City, State and Zip Code: Noida - 201301, UP 1 1113 A
2. Entity's Yandor Identification Number: AAACN9677t1
3. Type of Business:Public CorpPartnershiploint Venture
Ltd. Liability Co Closely Held Corp attilated Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all parties 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 Forta Dr. Old Wastbury, NY 11658
Ashims Kapopr, 14 Forte Dr. Old Weetbury, NY 11588
Ajey Kumar Zaipuri, Towar B, 1et Fl, Gastor 127, Noida 201901
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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 hold Corporation, include a copy of the 10K in list of completing this section.
Anii Kapgar, 14 Forte Drive, Old Westbury, NY 11888
Ashima Kangor, 14 Forte Drive, Old Westbury, NY 11588

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
SVAM International, Inc Parent Company
280 PAN - affillated 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

MARKATOR NA ARRESTANTA DE LOS ARRESTOS DE LA TRANSPORTO DE LA PORTURA DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DEL TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DE LA TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO DEL TRANSPORTO

	None
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(c) List wh Nassau County, N	ether and where the person/organization is registered as a lobbyist (e.g., ow York State):
	None
· · · · · · · · · · · · · · · · · · ·	
	N: This section must be signed by a principal of the consultant, for authorized as a signatory of the firm for the purpose of executing Contract;
	ffirms and so swears that he/she has read and understood the foregoing y are, to his/her knowledge, true and accurate.
Dated: OG O	2017 Signed: Quil 9
	Print Name, Anii Kapoor

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 monles; 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

Name of the Entity: SVAM International de Mexico
Address: Av. del Software S/N, Parque Clentifico y Technilogico TECHNOTAM
City, State and Zip Code: Cd. Victoria, Tamaulipas CP 87138
2. Entity's Vendor Identification Number: SIMO80812HKO
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co_x_Closely Held Corp_affillateOther (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.
Anii Kapoor - 14 Forte Drive, Old Westbury, NY 11668
Robert Hart - 11332 Seaside Lane, Frisco, TX 75035
Satva Sharma - 8 Kenwood St. Setauket, NY 11733

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 #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. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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.

Ву:	duiller.
Name:	AMIL CAPOOR
Title:	PRESIDENT & CAED
Date:	06 07 2017
NASSAU (	COUNTY
Ву:	- UUA
Name:	Chales Rebark
Title: <u>De</u>	puty County Executive
Date:	10/2/12

SVAM INTERNATIONAL, INC.

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)
On the The day of Jine in the year 2017 before me personally came  Any Kapper 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 Sygn superior Al we, 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.
by audiority 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 15th day of how in the year 11) before me personally came Charles 11: 64 n do to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Alaska ; 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.  FRANCIS X. BECKER II Notary Public, Ste's of Move York No. 01685073153 Qualified in Ressau County Commission Expires February 18, 1939

#### 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(ics) 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 and responsible.

certificate holder in lieu of such endorsement(s).										
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	mpart Brokerage Corp.					<sub>(Ext):</sub> 516 53	8-7000	(A)8, No); 1	5163	903555
1965 Marcus Avende, Suite C130							177	TV 3.51035A		,
Lake Success, NY 11042				ADDRESSI: INSURER(S) APPORDING COVERAGE					NAIO #	
516	3 538-7000				INBURE		l Guardian l			24775
INSURED					INSURE	RB: Travela	rs Indemnit	y Company		25658
	SVAM International, Inc.	_					nercian ins			
	293 East Shore Road # 20	1					Insurance			
	Great Neck, NY 11023				INSURE				****	
					INSURE					
CO.	VERAGES CER	TIFIC	ATE	NUMBER:	-11-1-1-1-1	il via de la consequence		REVISION NUMBER:		<del></del>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDIGATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER BOCUMENT 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.										
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County of Nassau								SCRIBED POLICIES BE CAN		
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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

Vendor Info:	
Name: Richard A. Lapera	Vendor ID#:
Address:	Contact Person: Richard A.
50	LaPera
	Phone: 516-318-2320

Department:		
Contact Name: Dave Rich		
Address:	thing clip elim elim	2
Phone: 516-572-2178	**************************************	3.8 3.0 .00 .00

# **Routing Slip**

Department	NIFS Entry: X	26-FEB-18 DRICH
Department	NIFS Approval: X	26-FEB-18 DRICH
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	28-FEB-18 APERSICH
ОМВ	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

Legislature	Approval:
Comptroller	NIFS Approval:
NIFA	NIFA Approval:

# **Contract Summary**

Purpose: Mandated Judicial Hearing Officer

Method of Procurement: 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.

**Procurement History:** 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.

Description of General Provisions: The Contractor shall serve as a JHO as more fully described above.

Impact on Funding / Price Analysis: \$.01

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted) Approve as Submitted

# **Advisement Information**

BUDGET CODES		
Fund: GEN		
Control:	ΤV	
Resp:	1000	
Object:	DE	
Transaction:	CQ	
Project #:		
Detail:		

F	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

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

. Vendor: Richard A. Lapera				
. Dollar amount requiring NIFA approval: \$3	0000			
Amount to be encumbered: \$30000				
This is a New				
f new contract - \$ amount should be full amount f advisement – NIFA only needs to review if it is f amendment - \$ amount should be full amount o	increasing for		e amount previol	usly approved by NIFA
Contract Term: one year     Has work or services on this contract comme	nced? N			
If yes, please explain:				
f. Funding Source:				
X General Fund (GEN) Capital Improvement Fund (CAP) Other	Grant F	und (GRT)	Federal % 0 State % 0 County % 100	)
s the cash available for the full amount of the co If not, will it require a future borrowing?	ontract?		Y N	
Has the County Legislature approved the borrow Has NIFA approved the borrowing for this contra	-		N/A N/A	
5. Provide a brief description (4 to 5 sentence	es) of the it	em for which	this approval is	requested:
Mandated Judicial Hearing Officer				
6. Has the item requested herein followed al	l proper pro	ocedures and	thereby approv	red by the:
Nassau County Attorney as to form	Υ			
Nassau County Committee and/or Legislatur	е			
Date of approval(s) and citation to the res	olution whe	ere approval i	for this item wa	s provided:

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

Contract ID	Date	Amount
		1
1		J.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

#### **AUTHORIZATION**

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

APERSICH 28-FEB-18

<u>Authenticated User</u> <u>Date</u>

#### 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 <u>Date</u>

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

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

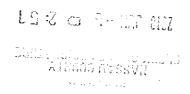
NIFA reserves the right to request additional information as needed.

#### 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.



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 #:
<i>Instructions:</i> 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
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 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
<u>Instructions with respect to Sections VIII, IX and X:</u> All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.
VIII.   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:  \[ \sigma  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



## 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



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Has the vendor or any corporate officers of the vendor provided campaign contributions bursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?	
$\Delta I = A I$	
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//7 Signed: Print Name: PICHAR DALA PLA	Le A
Print Name: 1 Ch H Dlub H   Title:	•

#### PRINCIPAL QUESTIONNAIRE FORM

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

	PLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
	MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
AWA	
1.	Principal Name Aichard A. La Pera
1.	
	Date of birth
	Home address
	City/state/z
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer, _//
	Chairman of Board / / Shareholder / // / / / / / /
	Chief Exec. Officer// Secretary/_/
	Chief Financial Officer//Partner//
	Vice President / 1/2
	(Other) Individual
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
	YES NO V 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.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been depled 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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO Ves, 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 plear of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

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

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
the 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.
12 0 1 1
Sworn to before me this 13 day of September 20_17
BRIAN R MACKAY Notary Public - State of New York NO. 01MA6164214 Qualified in Monroe County My Commission Expires Apr 16, 2019
- Notary Public *
Name of submitting business  RICHARDALA PLLA
Name of submitting business
Print name
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:		
1)	Proposer's Legal Name: <u>Kichard A. la Vera</u>	
2)	Address of Place of Busine.	
List	all other business addresses used within last five years:	
3)	Mailing Address (if different):	
Pho	one :	
Doe	es the business own or rent its facilities?	
4)	Dun and Bradstreet numb^r:	
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? YesNo_/ f 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? YesNo/ 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 fಂ ೇ ch such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YesNo 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
business h respect to	(5) years, has this business or any of its owners or officers, or any other affiliate and any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes, If Yes, provide details for instance
pay any ap limited to v	st (5) tax years, has this business failed to file any required tax returns or failed oplicable federal, state or local taxes or other assessed charges, including but nwater and sewer charges? Yes(No If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a deta	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
17) Conflict of a) conf	
	(ii) Any family relationship that any employee of your firm has with any Count public servant that may create a conflict of interest or the appearance of a cor of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest of the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
	Rev. 3-

	demor	strating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.		
	Should	the proposer be other than an individual, the Proposal MUST include:		
	i)	Date of formation;		
	ii)	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; send godge for		
	vi)	Annual revenue of firm;		
	vii)	Summary of relevant accomplishments		
	viii)	Copies of all state and local licenses and permits.		
В.	Indicat	te number of years in business.		
C.		e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services.		
D.	has pr	e names and addresses for no fewer than three references for whom the Proposer ovided similar services or who are qualified to evaluate the Proposer's capability to this work.		
	Comp	any		
	Conta	ct Person Lestin an a rigin		
	Addre	ss		
	City/S	tate		
	Telepl	none		
	Fax#	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s		
	E-Mai	-Address		

A. Include a resume or detailed description of the Proposer's professional qualifications,

Company_ Inclevedure
Contact Person Paul Nungokise
Address
City/State
Telephone
Fax#
E-Mail Address
and in the second
Company Thursday
Contact Person Stephen Lle angelo
Contact Person Stephen Le Congele Address
Contact Person Stephen Llé (Engeland), Jelongeland
Contact Person Stephen Le Congele Address
Contact Person Stephen Le Congelo Address  City/State

# **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 State of Piccida Notary Public - State of Ficcida My Comm. Expires Jan 27, 2016 Commission # FF 86838
Name of submitting business:
By: Print name Signature
<u>J.H.</u> 0
Title / 08 / 2017 Date

## Richard A. La Pera

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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"

<u>December 1963 – December 1984</u> – Practiced law in Port Washington NY, specializing: Criminal, Real Estate and Estate Law.

<u>January 1984 – January 1990</u> – Elected to Nassau County District Court (Town of North Hempstead. Presided over both criminal and civil cases.

<u>January 1997</u> – Elected to the Nassau County Court, criminal division for ten years.

<u>2008</u> – 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: Kickar Off a Pera
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number: // / / / /
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpIndividual_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):
nng
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.
1 me

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
- May
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):
(a) Name, due, business address and telephone number of lobbyist(s):

# Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.	
	nome.
(c) List whether and where the p Nassau County, New York State):	person/organization is registered as a lobbyist (e.g.,
contractor or Vendor authorized as a si	be signed by a principal of the consultant, gnatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her known	s that he/she has read and understood the foregoing wledge, true and accurate.
Dated: 1-15-18 S	signed: Pichow to a
P	rint Name: Ruch ARDALA Pela
Т	Title: 7. H. O

### 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, dated as of	(together with the schedules,
	nis " <u>Agreement</u> "), is entered into by and between ( <u>i</u> )
Nassau County, a municipal corporation having	its principal office at 1550 Franklin Avenue,
Mineola, New York 11501 (the "County"), acting	g 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. L	aPera, 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. <u>Term.</u> 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. <u>Services</u>. 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) <u>Partial Encumbrance</u>. 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (d) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or

Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 5. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law.</u> (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

- (b) The contractor shall <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Contractor, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual

written Agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) 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. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the

County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) 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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 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) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

Richard A. LaPera
By:  Name: Richard A. LaPera  Title: Judicial Hearing Officer  Date:
NASSAU COUNTY
By:Name:
Title: Deputy County Executive

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

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAUT)	
On the Aday of to me personally known and say that he or she resides in the County of described herein and which executed the above instr	; that he or she is the individua
NOTARYPUBLIC	BRIAN R MACKAY  Notary Public - State of New York  NO. 01 MA6164214  Qualified in Monroe County  My Commission Expires Apr 16, 2019
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
On the day of ir to me personally known and say that he or she resides in the County of County Executive of the County of Nassau, the munic executed the above instrument; and that he or she six Section 205 of the County Government Law of Nassa	gned his or her name thereto pursuant to
NOTARY PUBLIC	

### Appendix EE

### **Equal Employment Opportunities for Minorities and Women**

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan 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.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Appendix L

# Certificate of Compliance

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

1.	The chief executive officer of the Contractor is:  Ruchard La Pua (Name)
	idress)
V	(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 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:
	Mne

4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action 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:
	Nne
	P 20
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.
	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below.
Dated	Signature of Chief Executive Officer
	Name of Chief Executive Officer
Sworn	to before me this
8 1	day of November 2017 Jaclyn K. SPIECKER Notary Public - State of Florida My Comm. Expires Jan 27, 2018 Commission & FF 86838



# 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 Directo

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.



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

Vendor Info:	
Name: Greater Long Island Running Club, Inc.	Vendor ID#:
Address:	Contact Person: Mike Polanski
	Phone:

Department:		
Contact Name: Eileen Krieb		
Address: Administration Bldg.	Procedy Control	
Eisenhower Park		
East Meadow, NY 11554		
Phone: 516-572-0272		

# **Routing Slip**

Department	NIFS Entry: X	13-FEB-18 PABUFFOLINO
Department	NIFS Approval: X	16-FEB-18 LBARKER
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	25-APR-18 APERSICH
ОМВ	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

Leg. Affairs	Approval/Review: X	26-APR-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

# **Contract Summary**

**Purpose:** 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.

Method of Procurement: RFP #0324-1607 issued on March 24, 2016

Procurement History: RFP #0324-1607 issued March 24, 2016 cqpk17000004

**Description of General Provisions:** 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.

Impact on Funding / Price Analysis: Price Analysis: None-Hotel/Motel Tax Grant Program \$24,325.00

Professional Services Processing fee not required

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

# **Advisement Information**

BUDGET CODES		
Fund:	grt	
Control;	pk	
Resp:	1800	
Object:	500	
Transaction:	103	
Project #:		
Detail:		

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	·
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 24,325.00
TOTAL	\$ 24,325.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 24,325.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 24,325.00

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Greater Long Island Running Club, Inc	i <b>.</b>		
2. Dollar amount requiring NIFA approval: \$243	325		
Amount to be encumbered: \$24325			
This is a Amendment			
If new contract - \$ amount should be full amount o If advisement – NIFA only needs to review if it is in If amendment - \$ amount should be full amount of	ncreasing funds above t	he amount previously approved by NIFA	
<ol> <li>Contract Term: 12/1/16 thru completion of properties.</li> <li>Has work or services on this contract commendence.</li> </ol>			
If yes, please explain: Delay in receiving the co	prrect Certificate of Insur	rances	
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 cont If not, will it require a future borrowing?	tract?	Y N	
Has the County Legislature approved the borrowir Has NIFA approved the borrowing for this contract	-	N/A N/A	
5. Provide a brief description (4 to 5 sentences	i) of the item for which	n this approval is requested:	
Year 2 of contract. The Run Smart Program is a series of ra	aces starting in January, 2018	and ends in April and the Run Start Program starts in June	∍ an
6. Has the item requested herein followed all p	proper procedures and	d 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 reso	lution 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:

Gontract Delication	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 Approv al 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 deliberation s.

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

ADDRESS: (

FEDERAL TAX ID #.





### 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

GREATER LONG ISLAND RUNNING CLUB was awarded.

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 lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened.	after a request [newspaper]	for sealed bids was published on			
II. X The contractor was selected pursuan The Contract was entered into after a written request Potential proposers were made aware of the available in Newsday, posting on industry websites, via email procurement website. Eighty-two (82) of potential profipotential proposers opened the documents and Sin	t for proposals was lity of the RFP by to interested parti- proposers were sen	s issued on March 24, 2016. advertisement in the Legal Notices es and by publication on the County t notice of the RFP, Seventeen (17)			

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** 

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.
<ul> <li>□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.</li> <li>VI. □ This is a human services contract with a not-for-profit agency for which a</li> </ul>

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

Date

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

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



# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 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



### 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 Dated: 05/29/2018 Print Name: Michael Polansky Title: President

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

Principal Name MICHAEL POLANSKY
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
Positions held in submitting business and starting date of each (check all applicable)
President / / / 80 Treasurer/_ /
Chairman of Board / / / / 80 Shareholder / /
Chief Exec. Officer// Secretary//
Chief Financial Officer / / Partner / /
Vice President / / / / / / / /
(Other)
Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
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.
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.l. 2 Day Breast Cancer Walk (NFP)  Vice fresident, L.l. Police Crisis Foundation  Vice fresident, L.l. Police Crisis Foundation  Rev. 3-2016

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.		
ope Pro	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		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.		
8.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.		
		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.		

	е)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed in anti-tru includit	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil lust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
	respon procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; e details for each such instance.
	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO _v If Yes, provide details for each such

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.

LINDA OTTAVIANO
Notary Public, State of New York
NO. 010T6170977
Qualified in Suffolk County

Sworn to before me this 5 day of February 2018

-/ Janana amilyo	Qualified in Suffolk County
Notary Public	Qualified in Suffolk County Commission Expires July 23,20
Greater Long Island Running Club, Name of submitting business	Inc.
Name of submitting business	
MICHAEL POLANSKX	v.
Muchael Polans	
Signature	
President	•
Title	
2 / 1 /8 Date	

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

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1.	Principal Name Linda OTTOVIANO
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer O 1 /O7 /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.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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 If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
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	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
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Sworn to before me this 5 day of February 2018	
Notary Public	SUSAN C. POLANSKY Notary Public, State of New York No. 4839124 Qualified in Nassau County Commission Expires March 53, 10
Name of submitting business	
Print name	
Linde Hamus Signature	

2 / S / 2018 Date

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

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CARL GRASCRAED

1.	Principal Name <u>CARL GRASSBAPD</u>
	Date of birth
	Home addres
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ /Treasurer//
	Chairman of Board/ Shareholder/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President Jaul 1/1997
	(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.
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/	
	Rev. 3-2016

6.	Section	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO s, provide details.
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	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
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	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.
		In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	in the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
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I, <u>CAFL GOSBARD</u>, being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge. information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of fostually 20 18

LINDA OTTAVIANO Notary Public, State of New York NO, 010T6170977 Qualified in Suffolk County
Commission Expires July 23,20

<u>GREATER LOVE (SLAND PUNNING CLUB, INC.</u> Name of submitting business

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

	L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
4W/	ARD
1.	Principal Name Mindy Unvidsis
	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/
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer / / Partner / /
	Vice President 19905 to present
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
<b>4.</b>	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.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
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	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
•	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
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	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
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	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
		YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business extity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such gation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNOV If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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 Oavi Do, 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.

LINDA OTTAVIANO Notary Public, State of New York

Sworn to before me this 5 day of February 2018

NO. 010T6170977
Qualified in Suffolk County
Commission Expires July 23,20

Greater Long Island Running (lub, Ine.

Name of submitting business

Print name

Signature

T''11 -

Date

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 JUE Fitzpatrick
	Date of birth
	Home address
•	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President / / Treasurer / _ /  Chairman of Board / / Shareholder / /  Chief Exec. Officer / / Secretary / _ / _ / _  Chief Financial Officer / / Partner / /  Vice President / / / / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NOIf 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 NO NO NO NO NO NO NO NO NO

6.	Section	nny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO
op Pr	DTE: A eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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
	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.	the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptropretion and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretion of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	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.

٠	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 NOIf Yes, provide details for each such occurrence.
9.	years, investi subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	anti-tru includi	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil est investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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\_, 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 20 18

MELISSA H. ALTSCHULER NOTARY PUBLIC-STATE OF NEW YORK No. 01AL6271061 Qualified in Nassau County My Commission Expires October 29, 2020

Notary Public

Iland RUMING Clyb, Inc.

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 MUISSA ALTSCHULER
	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 <u>\$ / i \tau /   7 /   7   7   7   7   7   7   7   7</u>
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 K_; If Yes, provide details.

6.	Section	iny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO X, provide details.
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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? YESNO _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.	bankru the past bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\overleftarrow{\lambda}$ 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.

		θ)	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.
!		years, investi subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NOX If Yes, provide details for each such gation.
		listed i anti-tru includii	ition to the information provided, in the past 5 years has any business or organization nesponse to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a allowner or officer? YESNO If Yes; provide details for each such gation.
1		respon procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO X If Yes; e details for each such instance.
1	1	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO _x If Yes, provide details for each such
		·	

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I, Melicia, 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.

20 IQ

LINDA OTTAVIANO
Notary Public, State of New York
NO. 010T6170977
Qualified in Suffolk County
Commission Expires July 23,20

Notary Public
Greater Long Island Running Club, Inc.
Name of submitting business
MCLISSA ALTECHDIER
Print name
Milliss H. Letherung Signature
Treasurer
Title
1 / 31 / 18

Sworn to before me this; day of Johnary

#### **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.

-	Yes X 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
7)	Does this business share office space, staff, or equipment expenses with any other business?
Ot	The proposer is a (check one): Sole Proprietorship Partnership Corporation X ler (Describe) Not for Profit Corporation
·	Federal I.D. Number:
4)	Dun and Bradstreet number:
Do	es the business own or rent its facilities? RENT
Ph	one;
3)	Mailing Address (if different):
Lis	all other business addresses used within last five years: NONE
2)	Address of Place of Business:
1)	Proposer's Legal Name: Greater Long Island Running Club, Inc.
Da	te: February 5, 2018
(U	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTION:

<i>,</i> .	
Does th	ls business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any o
busines	s? Yes No X If Yes, provide details
<del></del>	
)) Has the	proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau Cou
UI any U	unci yoverninent chilly terminated? Yes No X It Yes state the name of handing
agency,	(ii.a bond), date, amount or bond and reason for such cancellation or forfeiture; or details
regardin	g the termination (if a contract).
) Has the	proposer, during the past seven years, been declared bankrupt? Yes No X If Yes
state dat	e, court jurisdiction, amount of liabilities and amount of assets
) in the ne	est five years, has this business and/or on. of the
business	est five years, has this business and/or any of its owners and/or officers and/or any affiliate, been the subject of a criminal investigation and/or a civil anti-trust investigation by any
reueral, s	state of local prosecuting or investigative agency? And/or in the past 5 years, have any
CAMILEI SI	id/of difficer of any affiliated business been the subject of a criminal investigation and/or a
CHAIL SHILL	II USL III VESTIGATION DV anv Tegeral state or local prosecuting or investigative agency who
SUCHIMA	objectively was related to activities bettermed at for or on hehelf of an affiliated business.
1 50	No X If Yes, provide details for each such investigation.
of an affii but not lir individual	been the subject of an investigation by any government agency, including but not limited tate and local regulatory agencies? And/or, in the past 5 years, has any owner and/or offiated business been the subject of an investigation by any government agency, including nited to federal, state and local regulatory agencies, for matters pertaining to that 's position at or relationship to an affiliated business. Yes No X If Yes, provide reach such investigation.
Has any	Tirrent or former director, owner or -ffi
either bef	current or former director, owner or officer or managerial employee of this business had, ore or during such person's employment, or since such employment if the charges
pertamed	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 If Yes, provide details for each
	c) In the past 10 years, you been convicted after trial or by plea, of any follow, and/or a
	outer 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 st

	•
	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 p	ast (5) years, has this business or any of its owners or officers, or any other affiliated s had any sanction imposed as a result of judicial or administrative proceedings with respec
to any p	rofessional license held? No X Yes; If Yes, provide details for each such instance.
applicat and sev	past (5) tax years, has this business failed to file any required tax returns or failed to pay an ole federal, state or local taxes or other assessed charges, including but not limited to water wer charges? No X Yes If Yes, provide details for each such year. Provide a detailed
applicat and sew respons	ole federal, state or local taxes or other assessed charges, including but not limited to water
applicate and sew respons and atta	ple federal, state or local taxes or other assessed charges, including but not limited to water charges? No X Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page ch it to the questionnaire
applicate and sew respons and atta —————————————————————————————————	ple federal, state or local taxes or other assessed charges, including but not limited to water ver charges? No X Yes If Yes, provide details for each such year. Provide a detailed e to all questions checked 'YES'. If you need more space, photocopy the appropriate page ch it to the questionnaire
applicate and sew respons and atta —————————————————————————————————	ple federal, state or local taxes or other assessed charges, including but not limited to water recharges? No X Yes If Yes, provide details for each such year. Provide a detailed e to all questions checked 'YES'. If you need more space, photocopy the appropriate page ch it to the questionnaire
applicate and sew respons and atta —————————————————————————————————	ple federal, state or local taxes or other assessed charges, including but not limited to water yer charges? No X Yes If Yes, provide details for each such year. Provide a detailed e to all questions checked 'YES'. If you need more space, photocopy the appropriate page ch it to the questionnaire
applicate and sew respons and atta —————————————————————————————————	ple federal, state or local taxes or other assessed charges, including but not limited to water over charges? No X Yes If Yes, provide details for each such year. Provide a detailed e to all questions checked "YES". If you need more space, photocopy the appropriate page chit to the questionnaire.  **Estailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.  **Of Interest:**  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist case 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
applicate and sew respons and atta —————————————————————————————————	ple federal, state or local taxes or other assessed charges, including but not limited to water yer charges? No X Yes If Yes, provide details for each such year. Provide a detailed e to all questions checked 'YES'. If you need more space, photocopy the appropriate page ch it to the questionnaire.  Petailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.  Of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist passe 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 in interest in acting or interest in the appearance of a conflict of interest in the public servant that may create a conflict of interest or the appearance of a conflict of interest in

	b)	Please describe a conflict of interes	any procedures y est would not exis	our firm has, it for your firr	or would ad n in the futur	opt, to assu e.	ire the C	ounty that
		In the event that make a determin	we believe that nation	a conflict m	ight arise, t	he County	will be r	notified to
	•	•	• •	· , ·		 	•	
A	extensive	resume or detailed experience in your es, must be identifi	profession. Any	prior similar	professional experiences	qualification, and the re	ns, demo	onstrating hese
	Should th	e proposer be othe	r than an individu	al, the Propo	sal <b>MUST</b> ir	rclude:		
	i) Da	ate of formation;	*		•		•	· \
	ii) Na ind	ame, addresses, an cluding shareholder	d position of all p s, members, gen	ersons havir eral or limite	d norther: N	ONE		. /
	· iii) Na	ame, address and p	osition of all offic	ers and direc	ctors of the c	ompany;	400	1
		ate of incorporation				M	y col	/ • •
	v) Th	e number of emplo	yees in the firm;		1	ompany;		
	vl) An	inual revenue of fim	n;			5	-	
	vii) Su	ımmary of relevant	accomplishments	3				
	viii) Co	pies of all state and	local licenses a	nd permits.		(		
В.	Indicate n	umber of years in b	usiness, FORTY	YEARS			•	
Ċ.	Provide ar capacity a	ny other information nd reliability to perf	which would be orm these service	appropriate : es. <b>See atta</b> c	and helpful i	n determini	ng the Pr	roposer's
Ď.	Provide na provided s work.	ames and addresse imilar services or w	s for no fewer tha ho are qualified i	an three refer to evaluate th	ences for wine Proposer	nom the Pros s capability	oposer ha to perfor	as rm this
	Company	Suffolk County					• .	
	Contact Pe	erson_ Peter Guara	aldi					
	Address (			77.			بسيني	
	City/State							
	Telephone							
	Fax #					<u> </u>		
٠	E-Mail Add	ress to the					• • • • • • • • • • • • • • • • • • • •	
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	Company Integrated Medical Foundation	on .
	Contact Person Rhonda Samuel	
	Address	
	City/State	
	Telephone	
	Fax#	· · · · · · · · · · · · · · · · · · ·
٠,٠	E-Mail Address	
in the		
	Company Northwell Plainview Hospital	
	Contact Person Dr. Alan Mensch	
	Address	
	City/State	
	Telephone	
	Fax#	
	E-Mail Address	

(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



- (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 monthy 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.

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 $\supset$	day of	TESMAKY
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LINDA OTTAVIANO Notary Public, State of New York NO, 010T6170977

2018

Qualified in Suffolk County Commission Expires July 23,20

Name of submitting business: Greater Long Island Running Club

By: Michael Polansky

Signature

President Title

## COUNTY OF NASSAU

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

1. Name of the Entity: Greater Long Island Running Club, Inc.
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
2. Type of Business:Public CorpPartnershipJoint Venture
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
Carl Grossbard E
Mindy Davidson  Sue Fitzpatrick
Melissa Altaholer Manie
inda Ottaviano,
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.  **MONE**

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
None
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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 activities.  description of lobbying activities.	ty of each loobyist. See below for a complete
<del>-</del>	NE
	<i>f</i>
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t	
Nassau County, New York State):	he person/organization is registered as a lobbyist (e.g.,
	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	7
Dated: 2-5-18	Signed: Muchael Tolanshy  Print Name: MICHAEZ POLANSKX  Title: ROSident
	Print Name: MICHAEL POLANSKY
	Title: Resident

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 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 164 Department Street, Suite 24, Phintip 1888 (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 "<u>Amount of Consideration</u>" is hereby deleted in its entirety and is replaced with the following language:
- (a) <u>Amount of Consideration</u>. 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. <u>Amended Program</u>. 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. <u>Full Force and Effect</u>. 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 Colonolez
Name: MICHAEL PALANSKY
Title: fresident.
Date: 2 -5 - 18
NASSAU COUNTY
By:
Name:
Title: County Executive
☐ Deputy County Executive

PLÉASE EXECUTE IN <u>BLUE</u> INK

On theday of		NEW YORK)	
came	COUNTY O		
LINDA OTTAVIANO Notary Public, State of New York NO. 01076170977 Qualified in Suffolk Gounty Commission Expires July 23,20  STATE OF NEW YORK) )ss.:  COUNTY OF NASSAU)  On the day of in the year 2018 before me personal came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of	sworn, did de	<u>শ্রুমি Powells ।</u> to : epose and say that he or s	me personally known, who, being by me duly he resides in the County of
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# 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 IV.

# Section I. Management Fee

Section I : Management Fee	Year One)	YearTwo	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	a Year Three XXV
I. Head Coach Debble 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-liftee 🙎 📜
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 was a sur-	Year Two same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and	Year Inree
Sanction Fees/Insurance	\$590	\$625	\$650
II.			

SUB-TOTAL PER YEAR YR 1 - \$590 YR 2 - \$625 YR 3 - \$650

<u>TOTAL SECTIONS I - IV</u> YR 1 - \$24,290 YR 2 - \$24,325 YR 3 - \$24,350

### PRINT DATE: 1/24/2016. CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171208576405 AGENCY: 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 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) INSURERS AFFORDING COVERAGE: NAMED INSURED: NSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 Greater LI Running Club USA Track & Field, Inc. INSURER B: Philadelphia Indomnity Ins. Co., NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Old Bethpage Village Restoration (1/27/2018 - 1/26/2018) 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. EXPIRES: (LIMITS: POLICY NUMBER(S): EFFECTIVE: INS TYPE OF INSURANCE: GENERAL LIABILITY \$3,000,000 GENERAL AGGREGATE (Applies Per Event) 11/1/2018 PHPK1721333 11/1/2017 X Occurrence 12:01 AM 12:01 AM \$1,000,000 **EACH OCCURRENCE** X Participant Legal Liability DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMPIOT AGG UMBRELLA/EXCESS LIABILITY 11/1/2018 \$10,000,000 EACH OCCURRENCE PHUB602873 11/1/2017 X Occurrence 12:01 AM 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) 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 ceremonles. 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Nassau County 1550 Franklin Ave AUTHORIZED REPRESENTATIVE: Mineola NY 11501

### PRINT DATE: 1/9/2018 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576701 AGENCY: 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. 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) INSURERS AFFORDING COVERAGE: NAMED INSURED: Greater Li Running Club USA Track & Field, Inc. INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Eisenhower Park (2/3/2018 - 2/4/2018) 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. POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS: INS TYPE OF INSURANCE: A GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 \$3,000,000 GENERAL AGGREGATE (Applies Per Event) X Occurrence 12:01 AM 12:01 AM \$1,000,000 EACH OCCURRENCE X Participant Legal Liability \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMP/OF AGO I UMBRELLA/EXCESS LIABILITY 11/1/2018 PHUB602873 11/1/2017 EACH OCCURRENCE \$10,000,000 Occupende 12:01 AM 12:01 AM \$16,000,000 AGGREGATE (Applies Per Event) 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Count of Nassau 1550 Franklin Avenue AUTHORIZED REPRESENTATIVE: Mineola NY 11501

#### PRINT DATE: 1/9/2018 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576703 AGENCY: 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 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) INSURERS AFFORDING COVERAGE: NAMED INSURED: INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 Greater LI Running Club USA Track & Field, Inc. INSURER B: Philadelphia indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Elsenhower Park (2/10/2018 - 2/11/2018) 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. EXPIRES: LIMITS: POLICY NUMBER(S): EFFECTIVE: INS TYPE OF INSURANCE: GENERAL LIABILITY 11/1/2018 \$3,000,000 11/1/2017 GENERAL AGGREGATE (Applies Per Event) PHPK1721333 X Occurrence 12:01 AM 12.01 AM \$1,000,000 EACH OCCURRENCE X Panicipant Legal Liability \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMPJOP AGG: B UMBRELLA/EXCESS LIABILITY \$10,000,000 11/1/2017 11/1/2018 PHUB602873 EACH OCCURRENCE X. Occurrence 12:01 AM 12.01 AM \$10,000,000 AGGREGATE (Applies Per Event) DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Coverage applies to USA Track & Fleid sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremontes. The cartificate 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 Welver 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date thereof, notice with be delivered in accordance with the policy provisions. County of Nassau 1550 Franklin Avenue AUTHORIZED REPRESENTATIVE: Mineola NY 11501 CLM

#### PRINT DATE: 1/9/2016 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576705 AGENCY: THIS GERTIFICATE 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. Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 578-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: Greater LI Running Club USA Track & Fleld, Inc. INSURER A: Philadelphia indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Elsenhower Park (2/17/2018 - 2/18/2018) 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. INSTYPE OF INSURANCE POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS: GENERAL LIABILITY 11/1/2018 11/1/2017 PHPK1721338 GENERAL AGGREGATE (Applies Per Event) 000,000,62 X Occurrence 12:01 AM 12:01 AM. \$1,000,000 EACH OCCURRENCE X Participant Legal Liability DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 EXCLUDEO MEDICAL EXPENSE (Any one person) PERSONAL & ADV INJURY \$1,000,000 PRODUCTS-COMP/OP AGG \$3,000,000 B' UMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2018 EACH OCCURRENCE \$10,000,000 X Occurrence 12'01'AM 12:01 AM AGGREGATE (Applies Per Event) \$10,000,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Coverage applies to USA Track & Fleld 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 Walver of Subrogation provision as per Walver 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: 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. County of Nassau 1550 Franklin Avenue Mineola NY 11501 AUTHORIZED REPRESENTATIVE:

#### PRINT DATE: 1/9/2018 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576707 AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES Integro USA Inc. d/b/a Integro Insurance Brokers NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 2727 Paces Ferry Road, Bullding Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Field, Inc. Greater LI Running Club INSURER A: Philadelphia Indomnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Eisenhower Park (2/24/2018 - 2/25/2018) 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: GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 X Occurrence GENERAL AGGREGATE (Applies Per Event) \$3,000,000 12:01 AM 12:01 AM 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 \$3,000,000 PRODUCTS-COMP/OP AGG B JUMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2016 Occurrence EACH OCCURRENCE \$10,000,000 12.01 AM 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) 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 Walver of Subrogation provision as per Walver 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: NOTICE OF CANCELLATION: Should any of the above tiescribed policies he pancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. County of Nassau 1550 Franklin Avenue Mineola NY 11501 AUTHORIZED REPRESENTATIVE:

#### PRINT DATE: 12/21/2017 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576513 AGENCY: 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 Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Field, Inc. Greater Li Running Club 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 GENERAL LIABILITY PHPK1721333 11/1/2018 11/1/2017 GENERAL AGGREGATE (Applies Per Event) X Occurrence \$3,000,000 12:01 AM 12:01 AM 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'S ADVINJURY \$1:000,000 PRODUCTS-COMP/OP AGG \$3,000,000 B UMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2018 EACH OCCURRENCE \$10,000,000 Occurrence 12:01 AM 12:01 AM 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:	NOTICE OF CANCELLATION:
Nassau County 1550 Franklin Ave 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.
William III 1100	AUTHORIZED REPRESENTATIVE:
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#### PRINT DATE: 12/11/2017 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576709 AGENCY: 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 integro USA inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fex) INSURERS AFFORDING COVERAGE: NAMED INSURED: USA Track & Field, Inc. Greater Li Running Club INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER 8: Philadelphia Indemnity Ins. Co. NAIC#: 18058 EVENT INFORMATION: RunSmart Racing Series - Elsenhower 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 REQUIREMENT, TERM OR CONDITIONS OF SUCH POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE 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. POLICY NUMBER(8): EFFECTIVE: EXPIRES: LIMITS: INS TYPE OF INSURANCE: GENERAL LIABILITY 11/1/2017 11/1/2018 900,000,82 PHPK1721333 GENERAL AGGREGATE (Applies Per Eyent) X Occurrence 12:01 AM 12:01 AM \$1,000,000 EACH-OCOURRENCE X Participant Legal Liability DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMP/OP AGG UMBRELLA/EXCESS LIABILITY 11/1/2018 \$10,000,000 PHUB602873 11/1/2017 EACH OCCURRENCE Occurrence 12:01 AM 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) 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 Walver of Subrogation provision as per Walver of Transfer of Rights of Recovery Against Others (Form CG 24 04). The General Liebility 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Nassau County 1550 Franklin Ave AUTHORIZED REPRESENTATIVE: Mineola NY 11501

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#### PRINT DATE: 12/21/2017 CERTIFICATE OF INSURANCE **CERTIFICATE NUMBER: 20171211576623** AGENCY: 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 Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Field, Inc. Greater Li Running Club INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 **EVENT INFORMATION:** RunSmart Racing Series -Old Bethpage VIIIage 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 PHPK1721333 11/1/2017 11/1/2018 Occurrence GENERAL AGGREGATE (Applies Per Event) \$3,000,000 12:01 AM 12:01 AM 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 LIMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2018 Occurrence EACH OCCURRENCE \$10,000,000 12:01 AM 12:01 AM 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: NOTICE OF CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, Nassau County notice will be delivered in accordance with the policy provisions. 1550 Franklin Ave Mineola NY 11501 **AUTHORIZED REPRESENTATIVE:**

#### PRINT DATE: 12/11/2017 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: (20171211576710 AGENCY: 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. Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) INSURERS AFFORDING COVERAGE: NAMED INSURED: INSURER A: Philadelphia Indemnity ins. Co. NAIC #: 18058 Greater LI Running Club USA Track & Fleid, Inc. INSURER B: Philadalphia Indomnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series: Elsenhower Park (3/25/2018 - 3/26/2015) 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 SAUED OR MAY PERTAIN, THE REQUIREMENT, TERM OR CONDITIONS OF SUCH POLICIES, AGGREGATE 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. POLICY NUMBER(S): EFFECTIVE: LIMITS: EXPIRES: INS TYPE OF INSURANCE: GENERAL LIABILITY \$3,000,000 11/1/2017 11/1/2018 GENERAL AGGREGATE (Applies Per Event) PHPK1721333 X Occurrence 12:01 AM 12:01 AM \$1,000,000 EACH OCCURRENCE X Participant Legal Liability \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMP/OP AGG B JUMBRELLAYEXCESS LIABILITY \$10,000,000 11/1/2018 EACH OCCURRENCE PHUB602873 11/1/2017 Occurrence 12:01 AM 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) 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 ceremonles. 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 28 25). The General Liability policy contains a Walver of Subrogation provision as per Walver 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Nassau County 1550 Franklin Ave AUTHORIZED REPRESENTATIVE: Mineola NY 11501

#### PRINT DATE: 12/21/2017 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20171211576535 AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Field, Inc. Greater LI Running Club 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: GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 X Occurrence GENERAL AGGREGATE (Applies Per Event) \$3,000,000 12:01 AM 12:01 AM 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 RHUB602873 11/1/2017 11/1/2018 X Occurrence EACH OCCURRENCE \$10,000,000 12:01 AM 12:01 AM AGGREGATE (Applies Per Event) \$10,000,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Coverage applies to USA Track & Field sandtioned events and registered practices; including any directly related adjusted, 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: NOTICE OF CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, Nassau County notice will be delivered in accordance with the policy provisions. 1550 Franklin Ave Mineola NY 11501 AUTHORIZED REPRESENTATIVE:

#### PRINT DATE: 12/21/2017 **CERTIFICATE OF INSURANCE** CERTIFICATE NUMBER: 20171211576539 AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES Integro USA Inc. d/b/a Integro Insurance Brokers NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Fleld, Inc. Greater Li Running Club 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: INSTYPE OF INSURANCE: POLICY NUMBER(S); EFFECTIVE: EXPIRES: LIMITS: A GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 X Occurrence GENERAL AGGREGATE (Applies Per Event) \$3,000,000 12:01 AM 12:01 AM X Participant Legal Liability EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (End) Occ.) \$1,000,000 MEDICAL EXPENSE (Any one person): EXCLUDED PERSONAL & ADV INJURY \$1,000,000 PRODUCTS COMPJOP AGG \$3,000,000 B UMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2018 X Occurrence EACH OCCURRENCE \$10,000,000 12:01 AM 12:01 AM 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 branket 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: NOTICE OF CANCELLATION: Nassau County Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 1550 Franklin Ave Minecla NY 11501 AUTHORIZED REPRÉSENTATIVE:

#### PRINT DATE: 1/26/2018 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20180126582780 AGENCY: 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. 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) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Track & Field, Inc. Greater LI Running Club INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Eisenhower Park (4/14/2018 - 4/15/2018) 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: GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 X Occurrence GENERAL AGGREGATE (Applies Per Event) \$3,000,000 12:01 AM 12:01 AM 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 PHUB602873 11/1/2017 11/1/2018 X Occurrence EACH OCCURRENCE \$10,000,000 12:01 AM 12:01 AM AGGREGATE (Applies Per Event)-\$10,000,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Coverage applies to USA Track & Fletd 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: 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. Nassau County 1550 Franklin Avenue Mineola NY 11501 AUTHORIZED REPRESENTATIVE:

# 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

### NAMED INSURED:

Greater LI Running Club

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

INSURERS AFFORDING COVERAGE:

USA Track & Field, Inc.

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:	
Ą	GENERAL LIABILITY	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
	X Scuttence	PHPK1721333	14/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies For Event)	\$3,000;000
	X Participant Legal Liability	William 200	144 443 419441	terin to the	EACH OCCURRENCE	\$1,000,000
				ما المارية	DAMAGE TO RENTED PREMISES (Each Occ.)	\$1,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
1	, ,				PERSONAL KADVINJURY	\$1,000,000
					PRODUCTS-GOMP/OF AGG	\$3,000,000
В	B UMBRELLA/EXCESS LIABILITY					
	A Occurrence (1. managements)	11/1/2017 12:01 AM	11/1/2018	EACH OCCURRENCE	\$10,000,000	
	consistence of anti-reconstruction bitalism enteres		IZ.OT FWI	12:01 AM	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 Llability 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.

CERT	TFICATE	HOLDE	R:

## NOTICE OF CANCELLATION:

Nassau County 1550 Franklin Ave 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:

#### PRINT DATE: 12/11/2017 CERTIFICATE OF INSURANCE **CERTIFICATE NUMBER: 20171211576714** AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES Integro USA Inc. d/b/e Integro Insurance Brokers NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 2727 Paces Ferry Road, Building Two, Suite 1500 BELOW. Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax) INSURERS AFFORDING COVERAGE: NAMED INSURED: Greater LI Running Club USA Track & Field, Inc. INSURER A: Philadelphia indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058 EVENT INFORMATION: RunSmart Racing Series -Eisenhower Park (4/28/2018 - 4/29/2018) 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. POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS: INS TYPE OF INSURANCE: GENERAL LIABILITY PHPK1721333 11/1/2017 11/1/2018 GENERAL AGGREGATE (Applies Per Event) \$3,000,000 Оссителсе 12:01 AM 12:01 AM \$1,000,000 EACH OCCURRENCE Participant Legal Liability \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY PRODUCTS-COMP/OP AGG \$3,000,000 UMBRELLA/EXCESS LIABILITY PHUB602873 11/1/2017 11/1/2018 \$10,000,000 EACH OCCURRENCE :Occurrence 12:01 AM 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) 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 Walver of Subrogetion provision as per Walver 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. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiration date the eof, police will be delivered in accordance with the policy provisions. Nassau County 1550 Franklin Ave Mineola NY 11501 **AUTHORIZED REPRESENTATIVE:**

# 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:
    - 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 selfinsured 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:

 The statements in the Declarations are accurate and complete;

# 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**

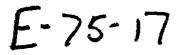
## Name Of Person Or Organization:

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.





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	
Comptroller Approval Form     Attached:	Y	
3) CSEA Agmt. § 32 Compliance Attached:	И	
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y	
5) Insurance Required	Y	

Vendor Info:	
Name: Greater Long Island Running Club	Vendor ID#:
Address: 101 Dupont Street	Contact Person: Mike Polanski
Plainview, NY 11803	
	Phone:

Department:
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:	1
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 RBURKERT
NIFA	NIFA Approval:	

# **Contract Summary**

Purpose: 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)

Method of Procurement: RFP #0324-1607 issued on March 24, 2016

Procurement History: RFP issued March 24, 2016

Description of General Provisions: 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.

Impact on Funding / Price Analysis: N/A

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

# **Advisement Information**

und:	ET CODIES grt	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Control:	pk	Revenue		1 1	pkgen1800 de 500	24290
Resp:	1800	Contract:				0
Object:	de500	County	0		1	
ransaction:	103	Federal	0	711		0
Project#:		State	0	<b>-</b>		a
Detail:		Capital	0			0
		Other	24290			0
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# 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

Pacing by the Rules Committee
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by Valce Vers or 3:12:17
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Legislates process 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

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: FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("⊠") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on sealed bids were received and opened. [#] 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 Count 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. TH GREATER LONG ISLAND RUNNING CLUB was awarded.

III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassan 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.
D. 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  Date  Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 309/15



# 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: /2.30./6	Signed: Wuhael Colamby
	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
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	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 / / / 80 Treasurer / / /
	Chairman of Board / / / / 85 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 WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN NO WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN WITHIN W
	Vice President, Long Island Police Crisis Foundation (NFP)
	Tel 13 Double Conter Walter
	Trustee, Plainview. Old Bethpage Public Library.  Rev. 3-2016

о.	Section	on 5 in the past 3 years while you were a principal owner or officer? YESNO
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:	
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YES
	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.	the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptropretition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretion of bankruptcy proceedings initiated more than 7 years ago and/or is choosen now the subject of any pending bankruptcy proceedings, whenever d? If "Yes", provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		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.	years, investi subject for, or	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 57 YES NO _v If Yes, provide details for each such gation.
10.	includi	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil ist investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; e details for each such instance.
	applica	past 5 tax years, have you falled to file any required tax returns or falled to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

Date

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

I, MCHAEL COLANSTY , 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

Tinde OHawino Notary Public	LINDA OTTAVIANO Notary Public, State of New York No. 010T6170977 Qualified in Suffolk County Commission Expires July 23,20
Greater Long Island Running Name of submitting business  MICHAEL POLANSKY Print name	Club, Inc.
Signature Signature	
Wesident Title	
12, 30, 16	

# 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 OTTANANO
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board/ Shareholder/_ /
	Chief Exec. Officer (2) / (2016) Secretary (2) / (2) / (2011)
	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? YESNO; If Yes, provide details.
	· · · · · · · · · · · · · · · · · · ·

. 6	0004	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NOs, provide details.
F	rovide a	In affirmative answer is required below whether the sanction arose automatically, by not flaw, or as a result of any action taken by a government agency.  If you need more space, photocopy opriate page and attach it to the questionnaire.
7	. In the	past (5) years, have you and/or any affiliated businesses or not-for-profit sizations 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.	the pa bankro any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever sd? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	p)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO if Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
		YES NO If Yes, provide details for each such conviction.
•	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the cit of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in the second such igation.
10.	listed i anti-tru includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pail owner or officer? YES NO If Yes; provide details for each such igation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in , use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN
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SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE DRESENT
BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE
FALSE STATEMENT TO CRIMINAL CHARGES.
$I$ $\Lambda$
being duly sworn, state that I have read and understand a
the items contained in the foregoing pages of this questionnaire and the following pages of
the formation of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of the first of t

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 20\_16

Muhail D. Colamos

Notary Public

MICHAEL D. POLANSKY
Notary Public, State of New York
No. 02P03123330
Qualified in Nassau County
Commission Expires 02/28/2016

Name of submitting business

Name of submitting business

Print name

Linde Otta

EXECUTIVE DILECTOR

Title

12,20,206

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

<u> </u>	7 11 10
1.	Principal Name Sine Fitzpatrick
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.,	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board// Shareholder/_/
	Chief Exec. Officer / / Secretary / / / >616
	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.
1.	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- if for-profit organization other than the one submitting the questionnaire? YES NO
	**************************************
	Rev. 3-2016

6.	Section	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YESNO
oj Pi	oeration rovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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.
	đ.	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.
the past 7 years, and/or been the subject of involuntary bankruptcy the past 7 years, and/or for any portion of the last 7 year period, been bankruptcy as a result of bankruptcy proceedings initiated more than any such business now the subject of any pending bankruptcy proceed initiated? If 'Yes', provide details for each such instance. (Provide a details for each such instance.)		any of the businesses or organizations listed in response to Question 5 filed a aptroprecipition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroprecipition of the last 7 year period, been in a state of aptroprecipition as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and if to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO if Yes, provide details for each such charge.
	p)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO/_ 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 \_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 \_\_\_\_ 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

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, SINC TITY Complete the line of 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 3b day of December 20 16

Knde Ottainino

LINDA OTTAVIANO
Notary Public, State of New York
NO. 010T6170977
Qualified in Suffolk County
Commission Expires July 28,20

GURC

Name of submitting business

Print name

Signature

THIS

12-13016

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 lnk, 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.

<u>COM</u>	PLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO
SUBI	MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
AWA	
	Principal Name Mindy Davidson
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	City/state/zip
	List of other addresses and telephone numbers attached
	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 1995-Thyouth pruse
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
<b>4</b> .	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? YESNO; If Yes, provide details.

Section	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO V
operation Provide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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.
bankr the pa bankr any s initiat quest	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during last 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ed? If 'Yes', provide details for each such instance. (Provide a detailed response to all ions checked "YES". If you need more space, photocopy the appropriate page and in it to the questionnaire.)
. a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
· Þ.	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? YESNO/ If Yes, provide details for each such charge.
ď	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness, or the underlying facts of which related to the conduct of business? 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 \_\_V If Yes, provide details for each such conviction. In the past 5 years, have you been found in violation of any administrative or statutory charges? 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 falled 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

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 Daud Sh. 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 Tanaky 2017

Tude Ottario Notary Public

LINDA OTTAVIANO
Notary Public, State of New York
NO. 010T6170977
Qualified in Suffolk County
Commission Expires July 23,20

GLRC

Name of submitting business

WINDY DAND

Signature

VICE PEESIDENT

Title

05101 BOLT

Date

### PRINCIPAL QUESTIONNAIRE FORM

If Yes, provide details.

All questions on these questionnaires must be answered by all officers and any individuals who hold a fen percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in lnk. 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 DIVEGUO
	Date of birth
	Home address
	Clty/state/zip_
	Business address <u>RETIRED</u>
	City/state/zip
	Telephone
	Other present address(es) LIVED AT DRESENT 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/_/_/6
	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? YESNOX;

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO _X provide details.
op	eration o	affirmative answer is required below whether the sanction arose automatically, by if law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	in the p organiz	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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
	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.
	<b>C.</b>	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
	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 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 in questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)		
	а)	Is there any felony charge pending against you? YES NO $\underline{X}$ 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? YESNO 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.
		Rev. 3-2016

- 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 falled to file any required tax returns or falled 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.

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. Course Diverto, 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 Jowey 2017

Jude Warnes

LINDA OTTAVIANO
Notary Public, State of New York
NO. 01OT6170977
Qualified in Suffolk County
Commission Expires July 23,20

GREATER LONG ISLAND LUNNING CLUB

Name of submitting business

Print name

Suchard Milegi Stanature

TREASURER

Title

12 129 116

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 link, if you need more space to enswer 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.

₹,	Principal Name CARL (-£055BAR)
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
٠,.	Telephorie
	Other present address(es)
	City/state/zip Telephone
	Telephone
	List of other addresses and telephone numbers attached
2,	Positions held in submitting business and starting date of each (check all applicable)
•	President
	Chairman of Board / / Shareholder /
	Chief Exec. Officer Secretary
•	Chief Financial Officer / Partner /
	Vice President 11 / 200 to
,	(Other)
3.	Do with the way on the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of
•	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
	- 1 ) es, provide details.
Ś.	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 V NO I I Yes, provide details.
. ,	NON- PROPERTY - CENTEAL NASSAN GOIDANCE SCONSELIN
	- EAVILE WILLDARD BOOKS A SUITE

			ion 5 in the past 3 years while you were a principal owner or officer? YESNO
	Prov	ide :	An affirmative arrawer is required below whether the sanction arose automatically, by n of law, or as a result of any action taken by a government agency. a detailed response to all questions checked "YES", If you need more space, photocopy opriate page and attach it to the questionnaire.
•	7. li	n the Irgar	e past (5) years, have you and/or any affiliated businesses of not-for-profit rizations listed in Section 5 in which you have been a principal owner or officer:
		₽.	Been debarred by any government agency from entering into contracts with that agency?  NO If Yes, provide details for each such instance.
		Þ.	Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES NO If Yes, provide details for each such instance.
		C.	Been deriled the award of a contract and/or the apportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES
		d.	Been suspended by any government agency from entering into any contract with it; and/or is any action perding that could formally debar or otherwise affect such business's ability to bid or propose on contract? YESNO If Yes, provide defalls for each such instance.
6.	the bai an init	pai nkru y su liafe estic	any of the businesses or organizations listed in response to Quastion 5 filed a sproy petition and/or been the subject of involuntary bankruptcy proceedings during state, and/or for any portion of the last 7 year period, been in a state of sproy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is on business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	٠	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 V
		c)	Is there any administrative charge pending against you? YES NO
	•		in the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other other, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNO 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 misdameanor?
  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 6? YES \_\_\_\_\_\_NO \_\_\_\_\_ If Yes, provide details for each such investigation.
- 40. 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 V 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.

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.

GRAS.58 H EV being duly swom, 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.

Swom to before me this 3 day of

LINDA OTTAVIANO Notary Public, State of New York NO. 01 OTE 170977 Qualified in Suffolk Oquity 1. Commission Expires July 23,20

Name of submitting business

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 re-

blanks. 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:	
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: 1/25/2655	
5) Federal I.D. Number	
5) The proposer is a (check one): Sole Proprietorship Partnership Corporation	
Does this business share office space, staff, or equipment expenses with any other business?  Yes X No	.:=·

Does this business control one or more other businesses?

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
with district		
	;**	
4.	.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
	:	or any other government entity terminated? Yes No X If Yes, state the name of bonding
	. <del></del>	agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details
1.546.	٠,	regarding the termination (if a contract).
mydk Last		
-11	111	Has the proposer, during the past seven years, been declared bankrupt? Yes No Z if Yes,
	/ اس	state date, court jurisdiction, amount of liabilities and amount of assets
	· •-	
	1	[4] 1. [4] [4] [4] [4] [4] [4] [4] [4] [4] [4]
,, · · .	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 Y If Yes, provide details for each such investigation
####		<u>and the property of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of </u>
	.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
in the state		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
n Burit and	. • • • :	details for each such investigation
	\$: ·.	<del>Malaka</del> n Ribbang Balang ban mang palawakan bang palawakan Kabang bang bang bang bang bang bang bang
	: ዜሷ ተለነ	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
The t		pertained to events that allegedly occurred during the time of employment by the submitting
Shirt in		business; and allegedly related to the conduct of that business; and allegedly related to the conduct of that business;
	aggar	a) Any felony charge pending? No 🗶 Yes If Yes provide details for each such
er en f	·	ik in the charge.
	ď,	al north a fight and a committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the
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	ij.	
		b) Any misdemeanor charge pending? No X. Yes
		such charge.
Hefri		
	٠, -	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any
14. T.		other crime, an element of which relates to truthfulness or the underlying facts of which
rij:	· .•	related to the conduct of business? No X Yes If Yes, provide details for each
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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 falled to file any required tax returns or falled to pay any applicable rederal, state or local taxes or other assessed charges, including but not limited to wrater and sever 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 questionnatre.  Provide a detailed response to all questions checked YES. If you need more space, photocopy the appropriate page and attach it to the questionnatre.  17) Conflict of interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state. Wo conflict exists."  (f) Any material financial relationships that your film or any firm employee has that may increase as conflict of interest or the appearance of a conflict of interest in acting on behalf of Nessau County. Wo Conflict of interest in acting on behalf of Nessau County. Wo Conflict of interest in acting on behalf of Nessau County. Wo Conflict of interest in acting on behalf of Nessau County.	•	such conviction
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NO CONFLICT EXISTS		NO CONFLICT EXISTS

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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 is	
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;	
<ul> <li>Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;</li> </ul>	
III) Name address and position of all officers and directors settle	
iv) State of incorporation (if applicable);  v) The number of employees in the firm;	
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 Kyan Mc Garry	
Address	ì
City/State	
Telephone	•
Fax #	
E-Mail Address	
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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 Internati 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 ar 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 Bellovin Deborah Blair Helma Clavin Tracey Epstein Paul Fetscher Amy Goldstein Ed Grenzig Bert Jahlon Lou LaFleur GlennMorse

Nick Palazzo



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 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;
- 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 for 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 and annual Calendar of Long Island running and multisport events.

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, State of New York
NO. 10T6170977
Qualified in Suffolk County
Qualified Fundamental Public 23 20

Commission Expires July 23,20

Name of submitting business: Greater Long Island Running Club

Michael Polansky

Print name

Signature

<u>President</u>

Title

# COUNTY OF NASSAU

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

1. Name of the Butity: Greater Long Island Running Club, Inc.
Address
City, State and Zip Code:
2. Entity's Vendor Identification Number
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely 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 "share holders, members, or partners."

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  NONE
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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
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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 12.30.16 Signed: Unhall tolanshy Print Name: MICHAEL COLANSKY
Print Name: MICHAEL COLANSKY

Title: President



President Michael Polarisky

Executive Director

Vice President
Coordinator of Votentaera

Front Productions

Treesterer

Secretary & Director of Development Manager, GLIFIC Rucing Teams

Logistics & Social Medic Director
Chard Officeri

Community Relations Manage Filterials Blanchett

Greative Directors

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Director Lazer, Apituden, Recelle & Yedid Kings Park 15K Sieven Toto

Director 10K Hun for Astrine Karen Schauber

Director, Long Island Graunbelt 50K & 25K

Director, Russey's Eddo Long Island Women's Fun Rundmon/Hundtert Programs

Director Marcuan Workpiece Challenge Mindy Cavidson

Co-Directors Runner's Edge - TOBAY Triathiun José Lonez, Rev Famili

> Director Ocean to Sound Relay Bob Shormen

Director
TOR Town Supervisor's Run
Ruchael Polansky

Co-Directors, Robis Run

Director
Carlett Deluca, Farrell & Schnikt
He He He Heldey Hun
SHC Yen Mile Run to the Browery
Heart & Solo SK Run
Heart & Solo SK Run

Director 6 Hour, 60th Birthday Run Myron Bellavio

Ed Melnik

Blued Dave Director Gins Calmen

Scholarship Program Director

Membership Director

Trustess-at-Large Heather Ackeny Melissa Allschulor Paul Fesicher Amy Goldstein Ed Granzig Lou Laffeur Glenn Morae 101 Dupont Street • Suite 24 • Plainview, New York 11803 • Email: GLIRC@aol.com • www.giirc.org Phone: 516.349.7646 • Fax: 518.849.7647 • Marcum Workplace Challenge: 516.349.7849

### GLIRC PRINCIPALS

Mike Polansky, President

Linda Ottaviano, Executive Director

Sue Fitzpætrick, Secretary

Constant Days Constant

Mindy Davidson, Vice President

Carl Grossbard, Vice President

Ric Diveglio, Treasurer

# 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 "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. <u>Term</u>. 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. <u>Program</u>. 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. <u>Payment.</u> (a) <u>Amount of Consideration</u>. 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) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim youcher

(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) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states ofherwise, 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
  (a) The Contractor shall, and shall cause Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) 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 mans 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 Contractors 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. <u>Insurance.</u> (a) <u>Insurance.</u> (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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 (\$3,000,000) 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 (\$3,000,000) 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.

- (o) 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. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) 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 Contractors 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this

Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  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.
- 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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

### 19. 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 Contractors 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.

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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 Polan
Name: MICHAEL POLANSKY
Title: Nesident
Date: /.5-/>
•
NASSAU COUNTY
By: all
Name: Chiples Johns
Title: County Executive
(or)Chief Deputy County Executive
(or) Deputy County Executive
Date: 4/11/17

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

# PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the day of
Notary Public, State of New York No. 01BE5073153 Qualified in Nassau County Commission Expires February 18, 4999

# EXHIBIT A

## RUNSMART

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 Saturday, April 2 – Cedar Creek Saturday, April 8 – Cedar Creek Saturday, April 15 – Cedar Creek Saturday, April 22 – Cedar Creek Saturday, April 29 – Cedar Creek Saturday, April 29 – Cedar Creek

## RUNSTART- 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

<sup>\*\*\*</sup>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 IV.

## Section I. Management Fee

Section   : Management Fee	Year One 1	Ycariwo 1	Tyear Three 12	
I. Run Smart/Run Start Training	\$1000	\$1000	\$1000	
ā				

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	Media Wo	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	&25 <b>0</b> 0	\$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	Mear Iwo	.Year, Thiree
Sanction Fees/Insurance	\$590	\$625	\$650
11.			

SUB-TOTAL PER YEAR YR 1 - \$590

YR 2 - \$625

YR 3 - \$650

<u>TOTAL SECTIONS I - IV</u> 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 POLANSKY (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 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:

 	····	
 ·		<del></del>

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.

Signature of Chief Executive Officer

Sworn to before me this

LINDA OTTAVIANO
Notary Public, State of New York
NO. 010T6170977
Qualified in Suffolk County
Commission Expires July 23,20

## Appendix EE

## Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional 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.
- (1) 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 BE 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 EB 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 EB 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.



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

Vendor Info;	
Name: John Laurence Kase	Vendor ID#: 100-32-1512
Address:	Contact Person; John Laurence
	Kase
	Phone

Department:		
Contact Name: Dave Rich		· · · · · · · · · · · · · · · · · · ·
Address:	5700 6700 6700 5700	True
Phone: 516-572-2178	<u> </u>	
		-
	UI .	-

# **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**

Purpose: Mandated Judicial Hearing Officer

Method of Procurement: 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.

Procurement History: 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.

Description of General Provisions: The Contractor shall serve as a JHO as more fully described above.

Impact on Funding / Price Analysis: \$.01

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted) Approve as Submitted

# **Advisement Information**

BUDGE	ET CODES
Fund:	GEN
Control:	ΤV
Resp;	1000
Object:	DE
Transaction:	CQ
Project #:	
Detail:	

RENEWAL		
%		
Increase		
%		
Decrease		
	%	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Pederal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0,00
		\$ 0.00
	TOTAL	\$ 0.01

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

. Vendor: John Laurence Kase			
2. Dollar amount requiring NIFA approval: \$30	0000		
Amount to be encumbered: \$30000			
This is a New			
f new contract - \$ amount should be full amount of f advisement – NIFA only needs to review if it is it f amendment - \$ amount should be full amount o	increasing funds abo	ove the amount previously approved by N	√IFA
Contract Term: one year     Has work or services on this contract commer	nced? N		
If yes, please explain:			
1. Funding Source:			
X General Fund (GEN) Capital Improvement Fund (CAP) Other	Grant Fund (GR	T) Federal % 0 State % 0 County % 100	
s the cash available for the full amount of the collift not, will it require a future borrowing?	ntract?	Y N	
Has the County Legislature approved the borrow	ing?	N/A	
Has NIFA approved the borrowing for this contra	ct?	N/A	
5. Provide a brief description (4 to 5 sentence	s) of the item for w	rhich 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	Υ	·	
Nassau County Committee and/or Legislature	;		
Date of approval(s) and citation to the reso	olution where appro	oval 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	Antount

#### **AUTHORIZATION**

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

**APERSICH** 

20-MAR-18

Authenticated User

<u>Date</u>

### **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 1

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 #:		
<u>Instructions:</u> Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information.		
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on sealed bids were received and opened. [#] of		
II. The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [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 renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered in after
[descrit 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 country.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V.   Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☑ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.   This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
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 El Portisination of Minority Course Manual AXV.
VIII. A Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX.   Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X.  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
2/2//8

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.

Date



# 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



## · · · · -

POLITICAL CAMPAIGN	N CONTRIBUTION DISCLOSURE FORM
pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
No	
PP4-PP4-PP4-PP4-PP4-PP4-PP4-PP4-PP4-PP4	
terre to the bull appropriate and appropriate of the bull-bull-bull-bull-bull-bull-bull-bull	
<ol><li>VERIFICATION: This section must Vendor authorized as a signatory of the</li></ol>	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
The undersigned affirms and so swears t statements and they are, to his/her know	that he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	firms that the contribution(s) to the campaign committees vithout duress, threat or any promise of a governmental remuneration.
	Vendor: John L KASE Signed: John Family Cal
Dated: 2 1/18	Signed: John Fambore
	Print Name John L Kuse
	Title: JHO

## **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 Sayua
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip NA
	Telephone + 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 to if Yes, provide details.

6.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.					
ope	NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.						
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:					
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.					
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.					
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? 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,	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)					
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.					
	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? YESNOIf 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 misderneanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YESNO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO/ If Yes, provide details for each such

#### CERTIFICATION

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

I, Solin Licuxeure Satesing 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 Feb BARDARA D. BOCCONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01B06360960

Qualified in Suffolk County
My Commission Expires 06-26-2021

**Notary Public** 

Name of submitting business

Print name

Signalgie

Title

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

Qυ	ESTIONS).
Dat	e: 11/18
1)	Proposer's Legal Name: John Laurence KASO
2)	Address of Place of Business:
List	all other business addresses used within last five years.
3)	Mailing Address (if different):
Pho	one:
Doe	es the business own or rent its facilities? <u>Cwa</u>
4)	Dun and Bradstreet number: HA
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 Not If Yes, please provide details:

9)	any other	business have one or more affiliates, and/or is it a subsidiary of, or controlled by, business? Yes No If Yes, provide details
10)	name of b	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No If Yes, state the onding agency, (if a bond), date, amount of bond and reason for such cancellation e; or details regarding the termination (if a contract).
11)	Has the pr	oposer, during the past seven years, been declared bankrupt? Yes No te date, court jurisdiction, amount of liabilities and amount of assets
	affiliated b investigate the past 5 a criminal prosecutin performed	five years, has this business and/or any of its owners and/or officers and/or any usiness, been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency, where such investigation was related to activities at, for, or on behalf of an affiliated business.  If Yes, provide details for each such investigation.
	affiliated by but not lim has any ov any govern agencies, t	5 years, has this business and/or any of its owners and/or officers and/or any usiness been the subject of an investigation by any government agency, including ited to federal, state and local regulatory agencies? And/or, in the past 5 years, where and/or officer of an affiliated business been the subject of an investigation by ment agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated yes No If Yes, provide details for each such investigation
	nad, either charges pe	urrent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the ertained to events that allegedly occurred during the time of employment by the 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

	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 _4 If Yes, provide details for each such occurrence.
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No/; If Yes, provide details for instance.
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each. Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a det photocopy the	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
17) Conflict of a) con	Finterest:  Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(III) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe 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.  Twill son fact the County Should forential Conflict Ariso take & 4:480 Acception

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	HYS	Syplen	re Coupt	, Hassac	1 County
Contact Person_	Hou	Tom_	Adams		
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Contact Person Claire Wein-Berg
Address
City/State
Telephone
Fax #
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Contact Person Thilip GTELLO
Contact Person Ruili P Corelle  Address City/State
Contact Person Ruilip Grelle  Address City/State
Contact Person Ruili P Corelle  Address City/State

#### **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, James Kee 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 15T day of Feb.

2018

Notary Public

BARBARA D. BOCCONE

MOTARY PUBLIC-STATE OF NEW YORK

No. 01BO6360960

Qualified in Suffolk County

My Commission Expires 06-26-2021
JOHN LAUFEURF Kace

Name of submitting business:

Print name

Signature

Dota

### JOHN LAURENCE KASE

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 Laurence Kaso
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co Closely Held Corp in Library 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):
HONE
1 POIN L
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.
NANE
- LY UIV

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
MONE
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):

# Page 3 of 4

(b) Describe lobbying activity description of lobbying activities.	of each lobbyist. See below for a complete
Monto	
(c) List whether and where the Nassau County, New York State):	e person/organization is registered as a lobbyist (e.g.,
Fan Mo	t a Labbysist OR Rgistord
as on	
THE RESERVE OF THE SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECOND SECO	
8. VERIFICATION: This section mu contractor or Vendor authorized as a	st be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swea statements and they are, to his/her kn	rs that he/she has read and understood the foregoing owledge, true and accurate.
Dated: 2/1/18	Signed: John Laurence Koso
· 1	Print Name John Laurence Koso
	Title: THO.

#### 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, 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 prin	ncipal office at 16 Cooper Street, Hempstead, New York
11550 (the "Denartment"), and (ii) John L	aurence Kase, having his principal office a
,	(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. <u>Term.</u> 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. <u>Services</u>. 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 Taxl and Limousine Commission, as well as its successor the Nassau County Taxl 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 Taxl 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) <u>Partial Encumbrance</u>. 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 monles, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- (c) <u>Vouchers: Voucher Review. Approval and Audit.</u> Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (d) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) 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. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (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. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 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. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

- (b) The contractor shall <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> 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, sult 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. <u>Assignment; Amendment; Waiver; Subcontracting.</u> 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual

written Agreement of the County and the Contractor, and (<u>iv</u>) 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 (j) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 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. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the  $(\underline{ii})$  the County Attorney (at the address specified above for the

County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 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. <u>Administrative Service Charge</u>. 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) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

#### John Laurence Kase

Name: John Laurence Kase
Title: Judicial Hearing Officer

## NASSAU COUNTY

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

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of Stay of
STATE OF NEW YORK)
COUNTY OF NASSAU )
On theday of in the year 201 before me personally cam 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 whice 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 antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan 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.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - 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.
- 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
- County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a 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:

l.	The chief executive officer of the Contractor is:	
	John Laurence KAR (Name)	
	(Address)	
	(Telephone Number)	
2.	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living W Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of t Law. In the event that the contractor does not comply with the requirements of the Law or obtain 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 wo 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	the a
3.	In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor describe below:	

4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:			
5.	Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.			
I hereby correct stated b	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below.			
2/1 Dated	S/grature of Chief Executive Officer			
	Name of Chief Executive Officer			
	reality of Office Executive Officer C			
Swom	to before me this			
15	day of February 2008.			
^	Leave D. Beccof Notary Public-State of New York No. 01808360960			
10a				
Notary	Public Qualified in Suffolk County  My Commission Expires 06-26-2021			



# 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: To: Rich, David H
O"Hagen, Kate
RE: Delay memos

Subject: Date:

Wednesday, May 23, 2018 5:04:59 PM

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>

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@nassaucountvnv.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>

**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



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

Vendor Info:	
Name: LEVENTHAL, MULLANEY & BLINKOFF, LLP	Vendor ID#: 113547627
Address: 15 REMSEN AVE	Contact Person: STEVEN G.
ROSLYN, NY 11576	LEVENTHAL
	Phone: 516-484-5440 EX 101

Department:		
Contact Name: GAIL MCGRAT	H-GOUGH	
Address: 1490 FRANKLIN AVI		
MINEOLA, NY 11501	Provide Crassin	
Phone: 516-573-7150	C. (2)	
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	\$ <u>₹</u> ₹	

# **Routing Slip**

Department	NIFS Entry: X	02-MAY-18 GMCGRATHGOUGH
Department	NIFS Approval: X	02-MAY-18 GMCGRATHGOUGH
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

Leg. Affairs	Approval/Review: X	07-JUN-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

# **Contract Summary**

**Purpose:** 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

Method of Procurement: 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.

Procurement History: SEE METHOD OF PROCUREMENT ABOVE ALSO COUNSEL HAS PREVIOUSLY CONTRACTED WITH THE COUNTY.

Description of General Provisions: AS DESCRIBED ABOVE

Impact on Funding / Price Analysis: Whereas, the maximum amount that the County agreed to reimburse the Contractor fro 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.

Change in Contract from Prior Procurement: see above

Recommendation: (approve as submitted)

## **Advisement Information**

BUDGET CODES		
Fund; PDD		
Control:	PDPDD2490	
Resp:	PDPDD2490	
Object:	DE502	
Transaction:	109	
Project #:		
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 250,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
4	PDPDD2490/DE502	\$ 250,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
-	TOTAL	\$ 250,000.00

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: LEVENTHAL, MULLANEY & BLINKOF	FF, LLP		
2. Dollar amount requiring NIFA approval: \$250	0000		
Amount to be encumbered: \$250000			
This is a Amendment			
If new co <mark>ntract - \$ amount should be full amount o</mark> If advisement – NIFA only needs to review if it is in If amendment - \$ amount should be <b>fu</b> ll amount of	ncreasing funds above	the amount previously ap	proved by NIFA
3. Contract Term: 09/26/13 TO COMPLETION  Has work or services on this contract commendations.	ced? Y		
If yes, please explain: ONGOING SERVICES			
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 conf If not, will it require a future borrowing?	tract?	Y N	
Has the County Legislature approved the borrowir	ng?	N/A	
Has NIFA approved the borrowing for this contract	t?	N/A	
5. Provide a brief description (4 to 5 sentences	s) of the item for whic	h this approval is reque	ested:
THIS IS A OUTSIDE COUNSEL CONTRACT WHERE COU COUNTY OF NASSAU AND MARJORIE BLIEKA, IN HER C	NSEL SHALL REPRESENT OFFICIAL AND INDIVIDUAL (	THE NAMED DEFENDANTS IN CAPACITIES UNDER INDEX NU	THE CHRISTOPHER HOEY V JMBER 12CV-04935
6. Has the item requested herein followed all p	proper procedures ar	nd thereby approved by	the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the reso	lution where approva	I for this item was prov	ided:

0	EDate - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition - Edition	Amount
	ł	

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

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

APERSICH 11-MAY-18

<u>Authenticated User</u> <u>Date</u>

#### **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.

<u>Authenticated User</u> <u>Date</u>

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

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

NIFA reserves the right to request additional information as needed.

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 ("回") 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:
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 SLINEY, 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
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.

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D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII. IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.  VIII. 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 MWRE 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:  \[ \sigma\] 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.

Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3



### COUNTY OF NASSAU

# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (b years prior to the date of this disclosure an campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions aw in (a) the period beginning April 1, 2016 and ), beginning April 1, 2018, the period beginning two dending on the date of this disclosure, to the ing Nassau County elected officials or to the campaign are following Nassau County elected offices: the County elect, the District Attorney, or any County Legislator?
No	•
Vendor authorized as a signatory of the firms and so swears the statements and they are, to his/her knowled the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and affine the undersigned further certifies and a signatory of the firms and so swears the undersigned further certifies and a signatory of the firms and so swears the statements and the undersigned further certifies and a signatory of the firms and so swears the statements and the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of the undersigned further certifies and a signatory of	that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental
Dated: <u>0 - 21 - 18</u>	Vendor: Leverthal, Mullaneys Blinkoff, LIP Signed: Print Name: Steven G. Leverthal Title: Managing Member



# COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM

Name, address and telephone number of lobbyist(s)/lobbying organization. The term flobbyist" 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, rustee, 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):
·
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
N/A

Page 2 of 4	
Describe lobbying activity conducted, or to be conducted, in Nassau County, and i	dentify
lient(s) for each activity listed. See page 4 for a complete description of lobbying acti	vities.
N/A	
	···-
The name of persons, organizations or governmental entities before whom the lob	byist
expects to lobby:	
>1/A	<del></del>
N/A	

7. Has the lobbyist/lobbying organization or any of its corporate officers provided camp contributions pursuant to the New York State Election Law in (a) the period beginning April 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 offithe County Executive, the County Clerk, the Comptroller, the District Attorney, or any Count Legislator? If yes, to what campaign committee?  I understand that copies of this form will be sent to the Nassau County Department Information Technology ("IT") to be posted on the County's website.  I also understand that upon termination of retainer, employment or designation I 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 understoon 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 commitisted 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:  Nanaging Member	6. If such lobbyist is retained or employment, you must attach a copy of stemployment is oral, attach a written states of retainer or employment does not contain the been authorized to lobby, separately	uch document; a ment of the subs in a signed auth	stance thereof. If the written agreement
I also understand that upon termination of retainer, employment or designation I 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 understothe 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 commulisted above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	contributions pursuant to the New York S 2016 and ending on the date of this disclobeginning two years prior to the date of the to the campaign committees of any of the campaign committees of any candidates full the County Executive, the County Clerk,	State Election Landsure, or (b), begonis disclosure and following Nassfor any of the following the Comptroller	tw in (a) the period beginning April 1, ginning April 1, 2018, the period dending on the date of this disclosure, au County elected officials or to the flowing Nassau County elected offices:
I also understand that upon termination of retainer, employment or designation I 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 understothe 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 commulisted above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	<u>No</u> :		
I also understand that upon termination of retainer, employment or designation I 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 understothe 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 commulisted above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.			
I also understand that upon termination of retainer, employment or designation I 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 understothe 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 commulisted above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.			
VERIFICATION: The undersigned affirms and so swears that he/she has read and understo 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 comm listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	I understand that copies of this is Information Technology ("IT") to be post	form will be se ted on the Coun	nt to the Nassau County Department of ty's website.
The undersigned further certifies and affirms that the contribution(s) to the campaign comm listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	I also understand that upon term give written notice to the County Attorne	nination of retainsy within thirty (	ner, employment or designation I must 30) days of termination.
listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	VERIFICATION: The undersigned affirm the foregoing statements and they are, to	ms and so swear his/her knowled	s that he/she has read and understood lge, true and accurate.
Dated: 2-21-18  Signed:  Print Name: Steven G. Leventha	listed above were made freely and withou	ut duress, threat	stribution(s) to the campaign committees or any promise of a governmental
Print Name: Steven G. Leventha	Dated: <u>2-21-18</u>	Signed:	A
<b>M</b> \		Print Name:	Steven Gr. Leventhal
Title: Ilanaging Member		Title:	Managing Member

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

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 / / / / / / / / / / / / / / / / / / /
	Home address
	City/state/zip
	Business address 15 Remsen Ave
	City/state/zip Roslyn, NY 11576
	Telephone 516 - 484 - 5440 × 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 / /2000
	Vice President//
	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details. /00 % 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 V 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.	OCCUD	ny governmental entity awarded any contracts to a business or organization listed in 15 in the past 3 years while you were a principal owner or officer? YES NO provide details.	
Pro	vide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or at 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 $\underline{\mathscr{V}}$ 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 _V If Yes, provide details for each such instance.	
8.	the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
	a)	Is there any felony charge pending against you? YES NO / If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO V If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO Y 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 _v If Yes, provide details for each such conviction.	

	<del>~</del> )	misdemeanor?
		YES NO V If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO/ If Yes, provide details for each such occurrence.
9.	years, investig subject for, or respor	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO $\underline{V}$ If Yes; provide details for each such gation.
11.	proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO/ If Yes; e details for each such instance.
<b>1</b> 2.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO $\underline{V}$ If Yes, provide details for each such
		,

#### CERTIFICATION

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

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

Sworn to before me this 21 day of February 20/8

Thomas J. Mullaney
NOTARY PUBLIC, State of New York

No. 01MU4816770

Qualified in Nassau County

Commission Expires Jan. 31, 20 / 9

Leventhal Mullancy & Blinkoff, LLP

Steven G. Leven

Print name

Signature

Managing Member

Title

02 121 12618

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.

	ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING STIONS).
Date:	2/21/18
1) P	roposer's Legal Name: Leventhal, Mullancy & Blinkoff, LLP
2) A	Proposer's Legal Name: Leventhal, Mullancy & Blinkoff, LLP address of Place of Business: 15 Remsen Ave Roslyn Ny 11576
	all other business addresses used within last five years:
3) ħ	Mailing Address (if different):
Phor	ne :
Does	s the business own or rent its facilities? <u>Ren+</u>
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)
	Does this business share office space, staff, or equipment expenses with any other business?
•	Yes V No If Yes, please provide details: Leven+ha! ε Co., CPAs
8)	Does this business control one or more other businesses? Yes No \( \subseteq \) 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 _ <i r=""></i> 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.
	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
	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.	
business t respect to	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance	
pay any a limited to such year	est (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes NoV If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire	
photocopy the	ailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.	
17) Conflict of a) conf	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  NO CONFLICT EXISTS	
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.	
	(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. Ferform Conflict checks in connection with each engagement.	
	L'igny-'(LIT-	

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 NOSSOU COUNTY CIVIL Service Company is such

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 Massa Deaua Park			
Contact Person Hon. Gerard E. Giannattasio			
Address 151 Front Street			
city/State Massa Dequa Park, NY 11762			
Telephone 516 - 798-0244			
Fax #			
E-Mail Address			
Company			
Company Contact PersonMark_DavieS			
Contact Person Mark Davies			
Contact Person Mark Davies  Address 11 East Franklin Street			
Contact Person Mark Davies  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 stat officers and employees), 73-a (Financial Disclosure) or 74 (Code of Ethics); Civil Law Section Law section 107 (Prohibition against certain political activities; improper influence); or Legislative Law article one-A (Lobbying Act).

Panel Chairperson (2016-17), Arbitrator (2011-2016), Financial Industry Regulatory Authority ("FINRA"). Appointed to serve are 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 Notfor-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).

- Practicing 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 of 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 (2917-2018), 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).

# 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. Leventual, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.				
Sworn to before me this 21 day of Felerwary 2018				
Momas & mullaney Notary Public	Thomas J. Mulianey NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			
, asia y	NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			
Notary Public  Name of submitting business: Leventhal, Mu  By: Steven G. Leventhal  Brint name	NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			
Name of submitting business: <u>Leventhal</u> , <u>Mu</u> By: <u>Steven G.</u> <u>Leventhal</u>	NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			
Name of submitting business: <u>Leventhal</u> , Mu By: <u>Steven G. Leventhal</u> Brint name	NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			

# COUNTY OF NASSAU

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

1. Name of the Entity: Leventhal, Mullance	YE Blinkoff, LLP
Address: 15 Remsen Ave	
City, State and Zip Code: Roslyn, NY 11:	576
2. Entity's Vendor Identification Number: 11 - 354	
3. Type of Business:Public Corp/Partnership _	
Ltd. Liability CoClosely Held Corp	Other (specify)
4. List names and addresses of all principals; that is, all is Directors or comparable body, all partners and limited pof Joint Ventures, and all members and officers of limites sheets if necessary):  Steven G. Leventh	artners, all corporate officers, all parties ed liability companies (attach additional
15 Remsen Ave	
Roslyn, NY 11576	
(	
	-
5. List names and addresses of all shareholders, member shareholder is not an individual, list the individual shareholder Corporation, include a copy of the 10K in lieu of comparts of the shareholders.  See attached	eholders/partners/members. If a Publicly completing this section.

# 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

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line  1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  Steven G. Leventual, PC. Common  Ownership
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

Page 3 of 4	
(b) Describe lobbying activity description of lobbying activities.	of each lobbyist. See below for a complete
None	·
(c) List whether and where the Nassau County, New York State):	e person/organization is registered as a lobbyist (e.g.,
None	
8. VERIFICATION: This section mus contractor or Vendor authorized as a s	st be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swear statements and they are, to his/her known	rs that he/she has read and understood the foregoing bwledge, true and accurate.
	Signed:
1	Print Name: Steven G. Leventhal  Title: Managing Member
•	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 <u>CQPD14-000001</u> between the County and Counsel, executed on behalf of the County on November 8,2013 (the "<u>Original Agreement</u>"), Counsel provides legal services to the County in connection with the litigation entitled <u>Christopher Hoey v County of Nassau and Marjorie Blieka</u> (the "<u>Services</u>"); 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. <u>Maximum Amount</u>. The maximum amount in the Original Agreement shall be increased by **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be shall be **Four Hundred and Fifty Thousand Dollars (\$450,000.00)** (the "Amended Maximum Amount").
- 2. <u>Payment/Partial Encumbrance</u>. Paragraph 3 of the Original Agreement shall be revised and amended to include the following:
  - (a)(3) <u>Partial Encumbrance</u>. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.
- 3. <u>Full Force and Effect</u>. 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

Ву:(	Ju-G. Cuen Re	_
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 between G Leventhal he or she resides in the eventhal, Mullaney & B instrument; and that he occorporation.	in the year 2018 before me personally came to me personally known, who, being by me duly sworn, did depose and say that County of Nasau : that he or she is the Managing Member of Inkottuathe corporation described herein and which executed the above or she signed his or her name thereto by authority of the board of directors of said
Thomas 17	rullenrey
NOTARY PUBLIC	Thomas J. Mulianey  NOTARY PUBLIC, State of New York  No. 01MU4816770  Qualified In Nassau County  Commission Expires Jan. 31, 20_19
STATE OF NEW YORK)	
)ss	<i>:</i>
COUNTY OF NASSAU)	
	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 Nassau, the n	County of; that he or she is a <b>Deputy County Executive of the</b> nunicipal corporation described herein and which executed the above instrument; his or her name thereto pursuant to Section 205 of the County Government Law of
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.

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 **USI Affinity** PHONE (A/C, No, Ext) E-MAIL ADDRESS: 14 Cliffwood Ave, Suite 310 Matawan, NJ 07747 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: CNA INSURANCE COMPANIES INSURED Leventhal, Mullaney, & Blinkoff, LLP INSURER B 15 Remsen Avenue INSURER C: NY 11576 Roslyn 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. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY \$ EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) \$ CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ POLICY COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED ALL OWNED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS (Per accident) \$ UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR EXCESS LIAB CLAIMS-MADE AGGREGATE \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N / A E,L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ Each Claim 1.000.000 Lawvers Professional Liability 425267347 02/15/2018 02/15/2019 \$ 2,000,000 Aggregate 10,000 Deductible DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Nassau County 1550 Franklin Avenue NY 11501 Mineola AUTHORIZED REPRESENTATIVE

DUCKPON-02

SOKULA

ACORD

## 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). PHONE (A/C, No. Ext): (631) 369-3800 Risc One Inc. [A/C, No):(631) 369-0379 400 West Main Street Ste 302 Riverhead, NY 11901 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : HARLEYSVILLE WORCESTER INSURANCE COMPANY 26182 INSURED INSURER B Steven G. Leventhal, P.C. INSURER C 15 Remsen Avenue Roslyn, NY 11576 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. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS 1.000.000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 100,000 CLAIMS-MADE X OCCUR BOP91839H 03/01/2018 03/01/2019 Х 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO: POLICY LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Par accident) NONSOWNED HIRED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE. ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Nassau County 1550 Franklin Avenue Mineoia, NY 11501 AUTHORIZED REPRESENTATIVE

WW

# Contract Details





NIFS ID #: <u>COPD14-000</u>	NIFS Entry Date: 12-18-13 Term: from 9/26/13	to Comple	<u>tion</u>
New ⊠ Renewal □	1) Mandated Program:	Yes 🗌	No ⊠
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No ⊠
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🏻	No 🗆

# Agency Information

Vendo	$\mathbf{r}$
Name: Leventhal, Cursio, Mullaney & Sliney, LLP	Vendor ID#: 113547627
Addresses:	Contact Person Steven Leventhal
15 Remsen Avenue Roslyn, NY 11576	Phone: 516-484-5440

	County Department
Σ	Department Contact
Ι	Daniel Gregware,
F	Address 1 West Street, Mineola, NY
]	1501
	<u> </u>
Ε	Phone 516-571-1675

# Routing Slip

DATE DEPARTMENT	Internal Verification	DATE Appyld& Ewid	SIGNATURE	Leg. Approval a Required
Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	- AND	W SK	
OMB	NIFS Approval	12 pdi	Make Out	Yes No 🗆
Vertical DCE	NIFS Approval			
Department	Vendor Administration NIFS Appvl (Dept. Head)			
12/24/13 County Attorney	CA RE&I Verification	19/24/13	a. Smits	
(2/24//3 County Attorney	CA Approval as to form	X12/26/13	3601	Yes No 🗀
Legislative Affairs	Fw'd Original K to CA	12/31/13	Hragory a. May	
Rules _/ Leg				
County Attorney	NIFS Approval	01/19/2		
County Comptroller .	NIFS Approval	DAIN!	00 3	18/14
County Executive	Notarization Filed with Clerk of the Leg.	13/14		



# Contract Summary

Description: New Contract	
Purpose: This is a new outside co of Nassau, and Marjorie Blieka, in	ounsel contract where Counsel shall represent the named defendants in the <u>Christopher Hoey v. County</u> n her official and individual capacities, under index number 12-cv-04935
Method of Procurement: A Reque from the panel based on the firm's e	est for Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected experience, expertise in the subject matter, and availability
Procurement History: See method	d of procurement above. Also, Cousel has previously contracted with the County.
Description of General Provisions	: As described above.
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Impact on Funding / Price Analys	is: \$200,000 maximum amount. \$25,000 initial encumbrance
	And the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s
Change in Contract from Prior Pr	rocurement: N/A
Recommendation: Approve as sub-	mitted.
Advisement Inform	ation

BUDGET CODES		
Fund:	PDH	
Control;	10	
Resp:	1135	
Object:	DE500	
Transaction:	103	

RENEWAL		
% Increase		
% Decrease		

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$ 25,000.00
Federal	\$
State	\$
Capital	\$ :
Other	\$
TOTAL	\$ 25,000.00

Revenue Contract	XXXXXX
County	\$ 25,000.00
Federal	\$
State	\$
Capital	\$ ;
Other	\$
TOTAL	\$ 25,000.00

Document Prepared By:	Daniel Gregware,	Esq.#M.J.	Weyer, Alil

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	\$ 25,000.00
2 ·	$\Omega$	\$
····3:-	W. Canetal 13/24/13	\$
4		\$
. 5		\$ . \
6		\$
	TOTAL	\$ 25,000.00

12/17/1 Date:	3 .

	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	<b>(?</b> )	Name Levis	Date 1/3/14
Date	7(1)14	2/10/14	/ (for Office Use Only) E #:

## 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 1-13-77
VOTING:
ayes 4 nayes 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, Jun 6. Carulles

Steven G. Leventhal

ACORDO C

## 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(les) 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 PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): USI Affinity 100 Matawan Road, 2nd Fir Matawan, NJ 07747-3911 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Casualty Company INSURED INSURER B : Leventhal, Cursio, Mullaney & Sliney, LLP/Steven G. Leventhal, P.C INSURER C 15 Remsen Avenue INSURER D Roslyn, NY 11576 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 NAME 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) 馄캗 TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex DOCUMERCE) COMMERCIAL GENERAL LIABILITY \_\_\_CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG s POLICY PRO-COMBINED SINGLE LIMIT (Ea acoldent) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO \$ SCHEDULED ALITOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ HIMBRELLA LIAB OCCUR EACH OCCURRENCE ŝ EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTIONS DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNEWEXECUTIVE OFFICER/MEMBER EXCLUDED? (Mendalory in NH) E.L. EACH ACCIDENT NIA EL DISEASE - EA EMPLOYEE'S If yes, describe under DESCRIPTION OF OPERATIONS below EL. DISEASE - POLICY LIMIT S \$1,000,000 Each Claim Lawyers Professional Liability 425267347 02-15-2013 02-15-2014 \$2,000,000 Aggregate \$10,000 Deducrible DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Nassau County

1550 Franklin Avenue

Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe Rivera

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ACORD 25 (2010/05)

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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 SURROGATION IS WANTED

th	terms and conditions of the policy	, ceri	ain p	policies may require an e	ndorsei	nent. A stat	ement on thi	s certificate does not confer	rights to the
	UGER				CONTAC NAME:				·····
Risc One Inc. 400 West Main Street Ste 302 Riverhead, NY 11901			PHONE IA/C, No. E-MAIL	Ext): (631) 31	69-3800	FAX (A/C, No): (631)	369-0379		
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					Moune			DING COVERAGE ESTER INSURANCE COMPANY	NAIC#
NSU.	RED				INSURE	··-··		TECHNOLOGIA ACT	26182
					INSURE	·			<del> </del>
	Steven G, Leventhal PC 15 Remisen Avenue				INSURE		<del></del>		<del>-</del>
	Roslyn, NY 11576				INSURE				
					INSURE				
CO	/ERAGES CER	TIFIC	ATE	NUMBER:	- INCOUNTED			REVISION NUMBER:	<u> </u>
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NSR LTR	Type of Insurance	ADOL INSR	WYD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					-		EACH OCCURRENCE \$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	X		BOP91839H	1	3/1/2013	3/1/2014	PREMISES (En occurrence) S	100,000
	CLAIMS-MADE X OCCUR	ļ				ļ		MED EXP (Any one parson) \$	10,000
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	POLICY PRO- LOC	ļ						\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT [Es sccident] \$	
	ANY AUTO ALL OWNED SCHEDULED	1		<u> </u>				BODILY INJURY (Perperson) \$	
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DE Cer	SCRIPTION OF OPERATIONS / LOCATIONS / VEHI tifficate holder is included as additiona	cLES Insu	(Altaci red o	n ACORD 101, Additional Remark rolly with regard to operati	s Schedul ons of t	e, if more space he named ins	ls required) ured on their	behalf.	
L				······································					
C	ERTIFICATE HOLDER				CAN	CELLATION	4		
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.						
				ORIZED REPRE		Kulai			

George Maragos Comptroller



# 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 (COPD13) 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.  $\square$  The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] [date]. The sealed bids were publicly opened on 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 [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
[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 no 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 119-0, the department is purchasing the service required through an inter-municipal agreement.

VI. 

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

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

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

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

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

Department Head Signature

Date

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

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

#### SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (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 <u>Christopher Hoey v.</u>
<u>County of Nassau, and Marjorie Blieka, in her official and individual capacities</u>, 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. <u>Term</u>. 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. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of representing the named defendants in the matter of <u>Christopher Hoey v. County of Nassau, and Marjorie Blieka, in her official and individual capacities</u>, under index number 12-cv-04935 (SJF)(ETB) (the "<u>Services</u>"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
- 3. 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) <u>Vouchers: Voucher Review, Approval and Audit.</u> Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours

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

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

- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
  - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. 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. <u>Indemnification: Defense: Cooperation.</u> (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) <u>Acceptability</u>; <u>Deductibles</u>; <u>Subcontractors</u>. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (<u>ii</u>) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all-deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
- (c) <u>Delivery: Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term

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

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

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

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

Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

- 19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. <u>Administrative Service Charge</u>. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
  - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) 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.

LEVENTḤAL, CURSIO, MULLANEY & SLINEY, LLP
By: Jew 6. Leve Rre
Name: Steven G. Leventhal
Title: Managing Member
Date: $10/22/13$
·
NASSAU COUNTY
By: Olling
Name: John Ciampoli Title: County Attorney
Date: 4/8/2013
NASSAU COUNTY
Ву:
Name: Rehard Robinson Walter
Title: County Executive  Deputy Gounty Executive
Date: 3/11/14

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

STATE OF NEW YORK)
COUNTY OF NASSAU)
On the 22 <sup>nd</sup> day of OCTORY in the year 2013 before me personally came Steven 6. 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 Hanaging Hember of Leventhal, Curso, Hullaney + Sliney, LP, 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  Chitra Anbalagan  Notary Public, State of New York  No. 02AN6270955  Qualfied in Nassau County  Commission Expires October 29, 2016
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the Stage day of November in the year 20/3 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.  DIANA CATAPANO  NOTARY PUBLIC  DIANA CATAPANO  NOTARY PUBLIC STATE OF NEWYORK  NO. 010A6088854  QUALIFIED IN NASSAU COUNTY  COMMISSION EXPIRES MAR. 31, 2005
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of Moleculary in the year 201 before me personally came RICHO White to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Massau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.  NOTARY PUBLIC

CONSCITA A PETRICO Rotery Public, State of New York No. 01 PEC/252028 Qualified in Massau County Commission Expires April 02, 2015

9

#### 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 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' following:	'), Counsel hereby certifies the
1. The chief executive officer of Contractor is:	
Steven G. Leventh	
15 Remsen Avenue Roslyn, NY 11576	(Address)
(516) 484-5440	(Telephone Number)
2. The Contractor agrees to either (1) comply with the re Living Wage Law or (2) as applicable, obtain a waiver pursuant to section 9 of the Law. In the event that the requirements of the Law or obtain a waiver of the requirements of the Law or obtain a waiver of the requirements of the Law or obtain a waiver of the requirements of the Law or obtain a waiver of the requirement, it had a reasonable certainty that it was and Rules pertaining to waivers, the County will imposing costs or seeking damages against the Contractor	of the requirements of the Law Contractor does not comply with the uirements of the Law, and such tement that at the time of execution of could receive such waiver based on the agree to terminate the contract without
3. In the past five years, Contractor has government agency to have violated federal, state, or or benefits, labor relations, or occupational safety and assessed against the Contractor, describe below:	local laws regulating payment of wages

4. In the past five years, an administrative proceeding, investigation, or government body-

	initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
5.	Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
it is tru	by certify that I have read the foregoing statement and, to the best of my knowledge and belief are, correct and complete. Any statement or representation made herein shall be accurate and sof the date stated below.
	10  22   13  Signature of Chief Executive Officer
Dated	
	Steven G. Leventhai
	Name of Chief Executive Officer
Sworn	to before me this
22h	day of October, 2013.
Notar	y Public
	Chitra Anbalagan Notary Public, State of New York No. 02AN6270955 Qualfied in Nassau County commission Expires October 29, 2016



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

Vendor Info:	
Name: Larry Moser	Vendor ID#:
Address:	Contact Person: Larry Moser
	Phone:

Department: Contact Name: Eileen Krieb		
Eisenhower Park	ing ing	
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:	
ОМВ	NIFA Approval: X	06-JUN-18 APERSICH
ОМВ	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

Leg. Affairs	Approval/Review: X	08-JUN-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

Purpose: Traditional 19th Century Dance at Old Bethpage Village Restoration

Method of Procurement: 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.

Procurement History: 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.

**Description of General Provisions:** 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.

Impact on Funding / Price Analysis: None-Hotel/Motel Tax Grant Program \$4,545.00

Change in Contract from Prior Procurement: n/a/

Recommendation: (approve as submitted)

## **Advisement Information**

BUDG	ET CODES
Fund:	GRT
Control:	PK
Resp:	gen1800
Object:	de500
Transaction:	103
Project #:	
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 4,545.00
TOTAL	\$ 4,545.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 4,545.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 4,545.00

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

1. Vendor: Larry Moser		
2. Dollar amount requiring NIFA approval: \$45	545	
Amount to be encumbered: \$4545		
This is a New		
If new contract - \$ amount should be full amount If advisement – NIFA only needs to review if it is If amendment - \$ amount should be full amount o	increasing funds above	the amount previously approved by NIFA
3. Contract Term: 5/1/18-12/31/18  Has work or services on this contract commen	nced? 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 co If not, will it require a future borrowing?	ntract?	Y N
Has the County Legislature approved the borrow	ing?	N/A
Has NIFA approved the borrowing for this contract	ot?	N/A
5. Provide a brief description (4 to 5 sentence	s) of the item for whic	h this approval is requested:
Larry Moser will provide Traditional 19th Century Dance at	Old Bethpage Village Restorat	ion for the 2018 seeson.
6. Has the item requested herein followed all	proper procedures an	nd thereby approved by the:
Nassau County Attorney as to form	Y	
Nassau County Committee and/or Legislature	1	
Date of approval(s) and citation to the reso	olution where approva	l 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		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 Approv al 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 deliberation s.

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 <u>Date</u>

NIFA

Amount being approved by NIFA: \_

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

Authenticated User <u>Date</u>

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

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

NIFA reserves the right to request additional information as needed.

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





#### 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:
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date].   [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
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
(copies of the relevant pages are attached). The original contract was entered into after
autei
[describe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V.   Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

VI. 

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

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

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

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

VIII. El 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.

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

Department Head Signature

Date

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



# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 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.

Eileen Krieb Commissioner

Nassau County Department of

Han line G

Parks, Recreation & Museums

## Exhibit A



## COUNTY OF NASSAU

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follo- committees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	· · · · · · · · · · · · · · · · · · ·
NOME	
Vendor authorized as a signatory of the f	be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts.  nat he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affi	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental
Dated: 3/23/18	Vendor: Lary Moser  Signed: Vary Moser  Print Name: Lary Maser
	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 Lavry Mosey
	Date of birth
	Home address
	City/state/zip
	Business address Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Philipped Ph
	City/state/zip
	Telephone 21548 OCT
	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) Individual
3.	Do you have an equity interest in the business submitting the questionnaire?  YESNO
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.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO Provide details.	
op Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate 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	
	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 lany 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 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.	
	ď)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO/ If Yes, provide details for each such conviction.	

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

AFET	~ •	7	~~
CERI	LΑ	. 1 1	UN

Date

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

I, Jay Mose, 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 March 2018

#### **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.

•	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Da	te: 3/23/2018
1)	Proposer's Legal Name:
2)	Address of Place of Business:
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different): Same as a bove
Ph	one: Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of the Caracteristic Control of Caracteristic Control of Caracteristic Control of Caracteristic Control o
Do	es the business own or rent its facilities? <u>Not applicable</u>
4)	Dun and Bradstreet number:
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) Lactividual
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 NoIf 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 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?  NoYes 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.
	, ·
business to any pro	at (5) years, has this business or any of its owners or officers, or any other affillated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No Yes; If Yes, provide details for each such
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water or charges? No If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire.
	alled response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
appropriate p 17) Conflict o a)	age and attach it to the questionnaire.  f Interest:
appropriate p 17) Conflict o a)	age and attach it to the questionnaire.  f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist,
appropriate p 17) Conflict o a)	age and attach it to the questionnaire.  f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of

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 Country
will be notified to make a determination.
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;
<ul> <li>Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;</li> </ul>
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:  See a Hackelbis
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.
Indicate number of years in business. Out 10 years
Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
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 Manar Museum  Contact Person Nadezhola Williams
Contact Person Nacleshola Williams
Address
City/State
Telephone
Fax# not andicale
E-Mail Address

В.

C.

D.

Company Hystoric Longstreet Farm	
Contact Person Ronnie Grothusen	
Address	
City/Sta.	
Telephone	
Fax # not applicable	
E-Mail Address	- C
Company East Meadow Public Library	
Company Fast Meadow Public Liberary  Contact Person Jude-Schanza	
Contact Person Tude Schanze	
Contact Person Tude Schanzer  Address Total Contact Person Tude Schanzer	
Contact Person Jude Cchanzer  Address City/State Contact Person Jude Cchanzer  City/State	

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### 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, Holmdei 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

#### **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 T. 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

I, ARRY T. 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 Agrangement and Markey 2018

Notary Public

MICHELLE SCHUKIN Notary Public - State of New York NC, 018C6360856 Qualified in Suffolk County My Commission Expires Jun 26, 2021

Name of submitting business:

Print name

Title

3 , 23, 25/8

## COUNTY OF NASSAU

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

1. Name of the Entity
Address:
City, State and Zip Code: 7
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpLduc/_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):
More
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.
MOHE

Page 2 of 4		
1.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4		
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.		
	NOME	
old, post-bid, et organization re- perfore - Nassau committees, inc Planning Comm levelopment or erm "lobbyist"	vists whose services were utilized at any stage in this matter (i.e., pre-bid, tc.). If none, enter "None." The term "lobbyist" means any and every person or tained, employed or designated by any client to influence - or promote a matter a County, its agencies, boards, commissions, department heads, legislators or cluding but not limited to the Open Space and Parks Advisory Committee and mission. Such matters include, but are not limited to, requests for proposals, improvement of real property subject to County regulation, procurements. The does not include any officer, director, trustee, employee, counsel or agent of the sau, or State of New York, when discharging his or her official duties.	
(	(a) Name, title, business address and telephone number of lobbyist(s):	
<u> </u>		
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## Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
NOWE
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
MONE
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: 3/28/18 Signed: Dary Moser  Print Name: Larry Moser
Print Name: Lavry Moser
Title: Mackey

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) having its principal address at 2150 and (iii) 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. <u>Term</u>. This Agreement shall commence on May 1, 2018 and shall terminate on December 31, 2018, unless sooner terminated as provided herein.
- 2. <u>Program</u>. (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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. (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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> 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) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Performer received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. 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 "<u>Performer Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. 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. <u>Compliance With Law.</u> (a) <u>Generally.</u> 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not

timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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) <u>Prohibition of Gifts</u>. 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) <u>Disclosure of Conflicts of Interest</u>. 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification: Defense: Cooperation.</u> (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. <u>Assignment: Amendment: Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "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. <u>Termination</u>. (a) <u>Generally</u>. 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, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 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. <u>Administrative Service Charge</u>. 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. <u>Executory Clause</u>. 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: Dary Mosey Title: Och ar Date: 4/11/16
NASSAU COUNTY By:
Name:
Title: County Executive
(or) Chief Deputy County Executive
(or) Deputy County Executive
Date:

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

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU )	
and say that he or she resides in the Count	in the year 20 18 before me personally came ally known, who, being by me duly sworn, did depose y of 1955 ; that he or she is the 5. Moser, the corporation described herein and that he or she signed his or her name thereto by corporation.
NOTARY PUBLIC DEN	DOREEN R. PENNICA  NOTARY PUBLIC-STATE OF NEW YORK  No. 01PE6170832  Qualified in Nassau County  My Commission Expires July 23, 209
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
On theday ofto me person	in the year 20 before me personally came ally known, who, being by me duly sworn, did depose
and say that he or she resides in the Count County Executive of the County of Nassau	y of; that he or she is a Deputy  1, the municipal corporation described herein and that he or she signed his or her name thereto pursuant
NOTARY PUBLIC	

	1 1 1 Per 1 April 1	- 4-4 F-4	
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 <b>-</b> 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

**APPENDIX "A"** 

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

certifies the following:

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby 1. The chief executive officer of the Permittee is: (Name) none 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.
knowl	by certify that I have read the foregoing statement and, to the best of my edge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below.    Signature of Chief Executive Officer   Name of Chief Executive Officer
Sworn 23	to before me this day of MARCH, 2018
Notary	MICHELLE SCHUKIN Notary Public State of New York NO. 01SC8360856 Qualified in Sufficik County My Commission Expires Jun 26. 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 Womenowned 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

## Inter-Departmental Memo

TO:

Robert Cleary

FROM:

Eileen Krieb

DATE:

June 11, 2018

SUBJECT:

DELAY OF EXPLANATION - LARRY MOSER

CQPK180000011

NAME: LARRY MOSER

Thureb TERM: MAY 1, 2018-DECEMBER 31, 2018

AMOUNT OF CONTRACT: \$4,545.00

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

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#	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s

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

Vendor Info:	
Name: Susan Maxwell	Vendor ID#:
Address:	Contact Person: Susan Maxwell
CONTROL OF SECURE	
	Phone:

Department:	
Contact Name: Eileen Krieb	.:
Address: Administration Bldg.	1700 1700 1700 1700 1700 1700 1700 1700
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0272	O E

## **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
ОМВ	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

Leg. Affairs	Approval/Review: X	30-APR-18 JSCHANTZ
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** To provide consultation of the Nassau County Empire State Games for the Physically Challenged to be held May 31 thru June 2, 2018.

Method of Procurement: 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.

**Procurement History:** Procurement History: Susan Maxwell has expertise with all aspects of the Nassau County Empire State Games for the Physically Challenged.

**Description of General Provisions:** 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.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ 22,000.00 - Contract processing fee \$160.00 - copy is attached.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDGE	ET CODES
Fund:	Gen
Control:	pk
Resp:	1800
Object:	de500
Transaction:	103
Project #:	
Detail:	

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 22,000.00
TOTAL	\$ 22,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 22,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 22,000.00

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

I. 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) 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?  If not, will it require a future borrowing?  N	
Has the County LegIslature approved the borrowing?	
Has NIFA approved the borrowing for this contract?	
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:

#### **AUTHORIZATION**

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

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

<u>Authenticated User</u> <u>Date</u>

**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



## 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:
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\overline{\ove
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [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
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered in after_
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has no 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:
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. X 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.
X A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

required through an inter-municipal agreement.
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
ntends to initiate a competitive process for the future award of these services. For any such contract, where
he vendor has previously provided services to the county, attach a copy of the most recent evaluation of
he 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.

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

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

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

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

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

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

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

Data

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

Compt. form Pers./Prof. Services Contracts: Rev. 209/15



# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 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.

Eileen Krieb Commissioner

Nassau County Department of Parks, Recreation & Museums

Ween wiel

# Exhibit A



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of any candidates for any of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmittees of the followmmitt	cers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	
	NONE
	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing vledge, true and accurate.
identified above were made freely and v	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental
benefit or in exchange for any benefit o	r 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 NameSusan Maxwell
	Date of birth
	Home address
	City/state/zip
	Business addressNot A business
	City/state/zipSame as above
	Telephone
	Other present address(es)None
	City/state/zipNone
	TelephoneNone
2.	Positions held in submitting business and starting date of each (check all applicable)
-	President// Treasurer/_/
	····
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer///
	Chief Financial Officer / / Partner / /
	Vice President/
6	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.
ö.	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.				
law Pro	NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of aw, or as a result of any action taken by a government agency.  Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.				
7.	7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:				
	a.	Been debarred by any government agency from entering into contracts with that agency?  NO X YES If Yes, provide details for each such instance.			
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X YES If Yes, provide details for each such instance.			
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO XYES If Yes, provide details for each such instance.			
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X YES If Yes, provide details for each such instance.			
8.	petition and/or proces pendir (Provid	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, of for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any large bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more space, photocopy the priate page and attach it to the questionnaire.)			
	a)	is there any felony charge pending against you? NO _X_ YES If Yes, provide details for each such charge.			
	b)	Is there any misdemeanor charge pending against you? NO _X YES If Yes, provide details for each such charge.			
	c)	Is there any administrative charge pending against you? NO _X YES If Yes, provide details for each such charge.			
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES If Yes, provide details for each such conviction.			
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  NO _X_ YES If Yes, provide details for each such conviction.			

¥\*

	charges? NO_X YES If Yes, provide details for each such occurrence.
9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  NOX_ YES If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to

Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO \_X \_YES \_\_\_\_ If Yes; provide details for each such

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

charges? NO X YES If Yes, provide details for each such year.

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

#### 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, Strank 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

Dript nema

Suran R Maxwel

Signature

Individual Contractor

1,22,

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.

(U	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Da	te:January 18, 2018
1)	Proposer's Legal Name:Susan R Maxweli
2)	Address of Place of Business:
	t all other business addresses used within last five years: No other Addresses
	Mailing Address (if different):Same
Ph	one:
Do	es the business own or rent its facilities?Own_Home
4)	Dun and Bradstreet number:not-applicable
5)	Federal I.D. Number:
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
	n 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 rederal, 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
	n 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 ederal, 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 NoX If Yes, provide details for each such investigation
	Has any current or former director, owner or officer or managerial employee of this business had, wither 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 pousiness, 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
business i to any pro	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect fessional license held? No _X Yes; If Yes, provide details for each such
	_
applicable and sewer detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water r charges? No _X Yes If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of a) plea	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, se 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.

.

		a conflict of interest would not exist for your firm in the future.
		No conflict exists (See Mi)
	-	
A.	extens experi	a resume or detalled description of the Proposer's professional qualifications, demo live experience in your profession. Any prior similar experiences, and the results of the ences, must be identified.
	Should	i 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 compinctuding 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)	Name, address and position of all officers and directors of the company;  State of incorporation (if applicable);  The number of employees in the firm;  Annual revenue of firm;
	•	Summary of relevant accomplishments
	viii)	Coples of all state and local licenses and permits.
В.	Indica	te number of years in business.
C.	Provid capac	e any other information which would be appropriate and helpful in determining the P ity and reliability to perform these services.
D.	Provid provid work	e names and addresses for no fewer than three references for whom the Proposer hed similar services or who are qualified to evaluate the Proposer's capability to perfo
Co	mpany	Camp Smile Inc
Co	intact F	PersonVincent J. Hesketin
Αc	idress	456 Backus Rd
Ci	ty/Stat	Webster, NY 14580
Te	elephoi	ne585-748-8462
Fá	ex;#	N/A
		ddress_vhesketh@rochester.rr.com

Company	
Contact Person	
Addressike	
City/State 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
Telephons	
Fax#	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CompanyOffice of Parks, Recreation & Historic Preservation	
Contact Person	
Addresse	
City/Stateronx, New York	
Telephone	
Fax#	

#### 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 1st, 2011#1 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

Susan R Maxwell

Name

January 18, 2018

Date

Signature

24

## Susan R. Maxwell



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

\_Individual Consultant

Title

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. , being duly sworn, state that I have read and understand all the items I. Susan R Maxwell 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 JOSHUA JOSEPH FLORIO NOTARY PUBLIC STATE OF NEW YORK MONROE LIC. #01FL6360936 Notary Public COMM. EXP. 06/26/2021 Name of submitting business: Susan R Maxwell - Individual Consultant\_ Susan R Maxwell Print name Signature

(4)

## COUNTY OF NASSAU

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

1.	Name of the Entity: Susan Maxwell
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held Corp X_Individual Consultant_Other (specify)
of Joir	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties it Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	None
<del>-</del>	
	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation include a copy of the 10K in lieu of completing this section.
	None

1. above (ii subsidiary of the updated	all affiliated and related companies and their relationship to the firm entered on none, enter "None"). Attach a separate disclosure form for each affiliated or company that may take part in the performance of this contract. Such disclosure to include affiliated or subsidiary companies not previously disclosed that partic rmance of the contract.
	_None
employed or its agencies limited to the	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retainer designated by any client to influence - or promote a matter before - Nassau Couboards, commissions, department heads, legislators or committees, including but e Open Space and Parks Advisory Committee and Planning Commission. Such add, but are not limited to, requests for proposals, development or improvement or subject to County regulation, procurements, or to otherwise engage in lobbying
the term is demployee, chis or her of	efined herein. The term "lobbyist" does not include any officer, director, truster ounsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.
the term is demployee, c	efined herein. The term "lobbyist" does not include any officer, director, trustee ounsel or agent of the County of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharging the county of Nassau, or State of New York, when discharged the county of Nassau, or State of Nassau, or State of Nassau, or State of Nassau (Nassau), when the Nassau (Nassau (
the term is demployee, chis or her of	efined herein. The term "lobbyist" does not include any officer, director, trusted ounsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.  Name, title, business address and telephone number of lobbyist(s):
the term is demployee, chis or her of	efined herein. The term "lobbyist" does not include any officer, director, trusted ounsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.
the term is demployee, chis or her of	efined herein. The term "lobbyist" does not include any officer, director, trustee ounsel or agent of the County of Nassau, or State of New York, when dischargin ficial duties.  Name, title, business address and telephone number of lobbyist(s):

(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 Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,	
None		
'		
8. VERIFICATION: This section contractor or Vendor authorized as a sign	must be signed by a principal of the consultant, gnatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing wledge, true and accurate.	
Dated:January 18, 2017	Signed:_Susan R Maxwell	
	Print Name: Susan R. Maxwell	
	Title: Individual Consultant	

## 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) Susan Maxwell, having its principal address at 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County that: (a) states with reasonable specificity the services 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) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a 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) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractors received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "<u>Contractors Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification: Defense: Cooperation</u>. (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 Contractors 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 gerality 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the

termination of this Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  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 NassauCounty in New YorkState 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. <u>Administrative Service Charge</u>. 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. <u>Conflicts</u>. 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: Supart: Maxuell (signature)
Name: SUSANR 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) Mon ro
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 WC=5000, the Consultant described herein and which executed the above instrument; and that he or she signed his or her name thereto.
NOTARY PUBLIC  NOTARY PUBLIC  NOTARY PUBLIC STATE OF NEW YORK  MONROE  LIC. #01FL6360936  COMM. EXP. 06/26/2021
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On theday 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 CountyExecutive 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

SAN RAE MAXY

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9



### COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 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.

#### 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

Clerk Item No.	Proposed By	Assigned To	Summary
263-18	OMB	F, R	RESOLUTION NO. 2018
		·	A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
			MADE WITHIN THE BUDGET FOR THE YEAR 2018. 263-18(OMB)
266-18	LE	GS, F, R	PROPOSED LOCAL LAW NO2018
			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)
267-18	LE	F, R	PROPOSED LOCAL LAW NO2018
			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)
269-18	AT	F, R	RESOLUTION NO2018
			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)
270-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
271-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)
273-18	PK	F, R	RESOLUTION NO2018
			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)

FINANCE 1

274-18	AT	F, R	RESOLUTION NO2018
			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)
277-18	OMB	F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 277-18(OMB)
278-18	PK	F, R	RESOLUTION NO2018
			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)

FINANCE 2

# 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

Clerk Item	Proposed	Assigned	Summary
No.	By	To	
264-18	LE	H, R	PROPOSED LOCAL LAW NO2018
			A LOCAL LAW TO AMEND TITLE 38 OF THE MISCELLANEOUS LAWS OF NASSAU
			COUNTY. 264-18(LE)

HEALTH 1.

#### 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

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# 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

Clerk Item	Proposed	Assigned	Summary
No.	By	To	
268-18	CE	PL, R	RESOLUTION NO2018
			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)
276-18	PW/PL	PL, R	RESOLUTION NO2018
			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)

#### 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

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
270-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
271-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)
			THE FOLLOWING ITEMS MAY BE UNTABLED
201-18	TV	PS, F, R	PROPOSED LOCAL LAW NO2018
			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)

PUBLIC SAFETY 1.

### 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

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# 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

#### 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

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
266-18	LE	GS, F, R	PROPOSED LOCAL LAW NO2018
			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

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

### 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

Clerk Item No.	Proposed By	Assigned To	Summary
263-18	OMB	F, R	RESOLUTION NO. 2018
			A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
			MADE WITHIN THE BUDGET FOR THE YEAR 2018. 263-18(OMB)
264-18	LE	H, R	PROPOSED LOCAL LAW NO2018
			A LOCAL LAW TO AMEND TITLE 38 OF THE MISCELLANEOUS LAWS OF NASSAU
			COUNTY. 264-18(LE)
266-18	LE	GS, F, R	PROPOSED LOCAL LAW NO2018
			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)
267-18	LE	F, R	PROPOSED LOCAL LAW NO2018
			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)
268-18	CE	PL, R	RESOLUTION NO2018
			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)
269-18	AT	F, R	RESOLUTION NO2018
			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
<b>AT</b> 0.40	01.60	DG E D	COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 269-18(AT)
270-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
251 10	01.00	DG E D	CONNECTION WITH THE POLICE DEPARTMENT. 270-18(OMB)
271-18	OMB	PS, F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE POLICE DEPARTMENT. 271-18(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
272-18	PD	R	RESOLUTION NO2018
			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)
273-18	PK	F, R	RESOLUTION NO2018
			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)
274-18	AT	F, R	RESOLUTION NO2018
			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)
275-18	PK	R	RESOLUTION NO2018
			A RESOLUTION TO ACCEPT A GIFT OFFERED BY LONG ISLAND DIVERS TO THE
276.10	D		DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 275-18(PK)
276-18	PW/PL	PL, R	RESOLUTION NO2018
			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,
255 10	OMD	ED	COUNTY OF NASSAU, NEW YORK. 276-18(PW/PL)
277-18	OMB	F, R	ORDINANCE NO2018
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
278-18	PK	F D	CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 277-18(OMB)
4/8-18	l rk	F, R	RESOLUTION NO2018 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)
			COOLERATIVE EATENSION NASSAU COUNTT. 270-10(FK)

Clerk Item No.	Proposed By	Assigned To	Summary
279-18	LE	R	RESOLUTION NO2018
			A RESOLUTION TO DEVELOP AND PUBLISH A WEBSITE DEDICATED TO BULLYING
			PREVENTION AND AWARENESS IN THE COUNTY OF NASSAU. 279-18(LE)
282-18	LE	R	ORDINANCE NO2018
			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)
283-18	LE	R	RESOLUTION NO2018
			A RESOLUTION TO INCREASE AWARENESS OF NASSAU COUNTY'S 24/7 BEHAVIORAL
			HEALTH HELPLINE. 283-18(LE)
284-18	LE	R	RESOLUTION NO2018
			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)
A-27-18	PR	R	RESOLUTION NO2018
			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
7 (7 10			TECHNOLOGY AND INFOSYS INTERNATIONAL, INC. A-27-18
E-67-18	TV	R	RESOLUTION NO2018
			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.
F (0.10	DIZ		E-67-18.
E-68-18	PK	R	RESOLUTION NO2018
			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.
			RECKEATION AND MUSEUMS AND BRIAN RUSENBERG NEW YORK INC. E-08-18.

Clerk Item No.	Proposed	Assigned To	Summary
E-69-18	By TV	R	RESOLUTION NO2018
E-09-16	l v	K	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.
E-70-18	PK	R	RESOLUTION NO2018
			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.
E-71-18	PK	R	RESOLUTION NO2018
			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.
E-72-18	CL	R	RESOLUTION NO2018
			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.
E-73-18	IT	R	RESOLUTION NO2018
			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
E-74-18	CC	R	RESOLUTION NO2018
			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

Clerk Item No.	Proposed By	Assigned To	Summary
E-75-18	PD	R	RESOLUTION NO2018
			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
E-76-18	AT	R	RESOLUTION NO2018
			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
U-14-18	PK	R	RESOLUTION NO2018
			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
77.17.10			LARRY MOSER. U-14-18
U-15-18	PK	R	RESOLUTION NO2018
			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
U-16-18	PK	R	RESOLUTION NO2018
0-10-10	118	IX.	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
U-17-18	ME	R	RESOLUTION NO2018
			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	Summary
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	LE	R	PROPOSED LOCAL LAW NO. – 2018
			A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN
			RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
A-22-18	PR	R	RESOLUTION NO2018
			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
E-2-18	PW	R	RESOLUTION NO2018
			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
T 46 40	FDY 7		WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-46-18	TV	R	RESOLUTION NO2018
			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.
E-50-18	PW	R	RESOLUTION NO2018
E-30-10	1 **	K	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
E-52-18	PW	R	RESOLUTION NO2018
			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

# 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

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME