

1. Legislative Calendar 11-25-19

Documents:

[11-25-19.PDF](#)

2. PROPOSED ORD 11-25-19

Documents:

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3. Rule 11-15-19

Documents:

[R-11-25-19.PDF](#)

4. Additional 11-25-19

Documents:

[B-17-19 NCWEB.PDF](#)
[E-205-19 NCWEB.PDF](#)
[E-208-19 ANENDMENT NCWEB.PDF](#)
[B-17-19 ADDITIONAL INFO NCWEB.PDF](#)

LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE
TWENTY-EIGHTH MEETING
TENTH MEETING OF 2019

MINEOLA, NEW YORK
NOVEMBER 25, 2019 1:00P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **HEARING ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE WITH REGARD TO ASSESSMENT REVIEW COMMISSION OFFERS THAT DO NOT REDUCE ASSESSMENTS. 402-19(LE)

2. **HEARING ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO ESTABLISH THE OFFICE OF CRIME VICTIM ADVOCATE.
406-19(LE)

3. **HEARING ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO ESTABLISH AN ANNUAL REPORT TO NASSAU COUNTY ON THE CURRENT CONDITIONS OF THE GROUND WATER AND PUBLIC WATER SUPPLY SYSTEMS. 407-19(LE)

4. **HEARING ON ORDINANCE NO. 118-2019**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2020 PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 404-19(PW)

5. **VOTE ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO LIMIT THE SALE OF FLAVORED E-CIGARETTE AND LIQUID NICOTINE PRODUCTS SOLD IN NASSAU COUNTY. 197-19(LE)

6. **VOTE ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE WITH REGARD TO ASSESSMENT REVIEW COMMISSION OFFERS THAT DO NOT REDUCE ASSESSMENTS. 402-19(LE)

7. **VOTE ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO ESTABLISH THE OFFICE OF CRIME VICTIM ADVOCATE. 406-19(LE)

8. **VOTE ON PROPOSED LOCAL LAW NO. -2019**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO ESTABLISH AN ANNUAL REPORT TO NASSAU COUNTY ON THE CURRENT CONDITIONS OF THE GROUND WATER AND PUBLIC WATER SUPPLY SYSTEMS. 407-19(LE)

9. **ORDINANCE NO. 118-2019**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2020 PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 404-19(PW)

10. **ORDINANCE NO. 119-2019**

AN ORDINANCE TO AMEND SECTION 9 OF ORDINANCE NO. 266-1985, AS AMENDED BY ORDINANCE NOS. 100-C-2001, 128-2006 AND 74-2014, TO INCLUDE AN OUT OF DISTRICT SEWER EQUALIZATION FEE TO BE CHARGED BY THE DEPARTMENT OF PUBLIC WORKS. 308-19(PW)

11. **ORDINANCE NO. 120-2019**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND THE INCORPORATED VILLAGE OF GARDEN CITY, AS TENANT, FOR PROPERTY KNOWN AND DESIGNATED AS SECTION 44, BLOCK 77, LOT 2 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU. 431-19(PW)

12. **ORDINANCE NO. 121-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 391-19(OMB)

13. **ORDINANCE NO. 122 - 2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 393-19(OMB)

14. **ORDINANCE NO. 123 -2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 395-19(OMB)

15. **ORDINANCE NO. 124-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE POLICE DEPARTMENT. 419-19(OMB)

16. **ORDINANCE NO. 125-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 420-19(OMB)

17. **ORDINANCE NO. 126-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE
IN CONNECTION WITH THE POLICE DEPARTMENT. 423-19(OMB)

18. **ORDINANCE NO. 127-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 424-19(OMB)

19. **ORDINANCE NO. 128-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 425-19(OMB)

20. **ORDINANCE NO. 129 -2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 426-19(OMB)

21. **ORDINANCE NO. 130-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 427-19(OMB)

22. **ORDINANCE NO. 131-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 428-19(OMB)

23. **ORDINANCE NO. 132-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER. 429-19(OMB)

24. **ORDINANCE NO. 133-2019**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 430-19(OMB)

25. **RESOLUTION NO. 207-2019**

A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2020, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 403-19(PW)

26. **RESOLUTION NO. 208-2019**

A RESOLUTION TO ESTABLISH A NASSAU COUNTY REIMBURSEMENT PROGRAM FOR THE INSTALLATION OF “SMART SPRINKLER” SYSTEMS. 408-19(LE)

27. **RESOLUTION NO. 209-2019**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF EAST ROCKAWAY IN RELATION TO A PROJECT TO PURCHASE EMERGENCY RESPONSE EQUIPMENT. 415-19(CE)

28. **RESOLUTION NO. 210-2019**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF WESTBURY IN RELATION TO A PROJECT FOR STREETScape IMPROVEMENTS ON MAPLE AVENUE AND UNION AVENUE IN WESTBURY. 416-19(CE)

29.

RESOLUTION NO. 211-2019

A RESOLUTION TO AUTHORIZE EXECUTION OF A TAX EXEMPTION AND PILOT AGREEMENT (“THE AGREEMENT”) BETWEEN THE COUNTY OF NASSAU (“THE COUNTY”) AND GRAND MANOR ESTATES RE-DEVELOPMENT COMPANY OWNERS CORPORATION (“THE COMPANY”). 422-19(CE)

30.

RESOLUTION NO. 212-2019

A RESOLUTION AUTHORIZING THE SIGNING OF A NEW YORK STATE DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL GRANT AGREEMENT FOR FUNDS TO SUPPORT POLICE ENFORCEMENT OF HIGH OCCUPANCY VEHICLE TRAFFIC LAWS ON THE LONG ISLAND EXPRESSWAY. 414-19(PD)

31.

RESOLUTION NO. 213-2019

A RESOLUTION AUTHORIZING THE COUNTY TO IMPLEMENT A PROGRAM OF PROJECTS FUNDED BY THE STATE MASS TRANSPORTATION CAPITAL PROGRAM AND TO ADVANCE SUCH FUNDS REQUIRED TO BE ADVANCED BY THE COUNTY AND THE STATE OF NEW YORK TO IMPLEMENT SUCH PROGRAM AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTATION NECESSARY TO IMPLEMENT THE PROGRAM. 409-19(PW)

32.

RESOLUTION NO. 214-2019

A RESOLUTION TO REVIEW AND CONSIDER THE NASSAU COUNTY 2020 SHARED SERVICES AND TAXPAYER SAVINGS PLAN AS REQUIRED BY ARTICLE 12-I OF THE GENERAL MUNICIPAL LAW AND PART BBB OF CHAPTER 59 OF THE LAWS OF NEW YORK STATE OF 2017. 410-19(CE)

33.

RESOLUTION NO. 215-2019

A RESOLUTION TO AMEND RESOLUTION 387-2008, AS LAST AMENDED BY RESOLUTION NO. 206-2018, TO DESIGNATE NEWSPAPERS TO PUBLISH AND IDENTIFY THE REAL PROPERTY, LISTED BY SCHOOL DISTRICT NUMBER, LOCATED WHOLLY OR PARTLY IN THE TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, TOWN OF OYSTER BAY, CITY OF GLEN COVE AND CITY OF LONG BEACH, ON WHICH REAL ESTATE TAX LIENS ARE SUBJECT TO SALE BY THE COUNTY TREASURER FOR UNPAID TAXES, PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 421-19(TR)

34.

RESOLUTION NO. 216 -2019

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE PERIOD OF ONE YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 436-19(LE)

35.

RESOLUTION NO. 217-2019

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2019. 417-19(OMB)

36.

RESOLUTION NO. 218-2019

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2019. 418-19(OMB)

NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.

County of Nassau acting on behalf of Human Services and Little House Community Center, Inc.
RE: Youth Development. \$104,500.00. ID#CLHS19000014.

County of Nassau acting on behalf of Human Services and The Hispanic Brotherhood Inc.
RE: Youth Development. \$20,000.00. ID#CLHS19000013.

County of Nassau acting on behalf of Housing and Intergovernmental and Roosevelt Rising Stars Youth Services, Inc. RE: CDBG. \$15,000.00. ID#CQHI19000002.

**THE NASSAU COUNTY LEGISLATURE
WILL CONVENE NEXT
COMMITTEE MEETINGS ON
MONDAY, DECEMBER 9, 2019 at 1:00PM
AND
FULL LEGISLATURE MEETING ON
MONDAY, DECEMBER 16, 2019 at 1:00PM**

PROPOSED ORDINANCE NO. 124 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated September 23, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
152,500	NYS Governor's Traffic Safety Committee	GRT	PD	AA	152,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 125 –2019

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Management and Budget.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 8, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
2,500,000	Towns	GEN	BU	OO	2,500,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 126 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 17, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
234,180	NYS - Office of Homeland Security	GRT	PD	BB	234,180

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 127-2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 17, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
744,000	U.S. Dept. of Homeland Security/Federal Emergency Management Agency	GRT	PD	BB	744,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 128 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 17, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
95,330	U.S. Department of Justice	GRT	PD	AA	72,455
				AB	19,666
				DD	3,209

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 129 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 17, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
1,065,067	US Department of Transportation	GRT	PD	AA	791,140
			PD	AB	213,427
			PD	BB	55,500
			PD	DD	5,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 130 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Probation Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 17, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
192,084	NYS Division of Criminal Justice Services	GRT	PB	AA	147,467
				AB	20,282
				DD	12,335
				DE	12,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 131 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with
the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 3, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
306,533	NYS Division of Criminal Justice	GRT	PD	AA	303,480
				DD	3,053

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 132 –2019

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Medical Examiner.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 3, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
38,800	NYS Governor's Traffic Safety Committee	GRT	ME	AA	12,000
				DD	26,800

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO.**133-2019**

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Probation Department

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated October 22, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
164,474	NYS Office of Children & Family Services	GRT	PB	AA	10,714
				DE	153,760

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not

including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 118 -2019

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2020, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature (“County Legislature”) a proposed four-year Capital Plan (“Capital Plan”), the first year of which shall be referred to as the Proposed Capital Budget (“Proposed Capital Budget”); and

WHEREAS, on the 15th day of October 2019, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with her capital budget message (“Capital Budget Message”) including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County’s outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than

judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, published at least twice, at intervals of one week in the official newspapers, a copy of such Capital Budget Message and duly held a public hearing on such Proposed Capital Budget; and

WHEREAS, the County Legislature has given due consideration and deliberation to each and all of the items which are set forth in such Proposed Capital Budget and to the statements of all persons who were heard at such hearing; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. In accordance with the Proposed Capital Budget filed by the County Executive with the Clerk of the County Legislature the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith, as identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Budget of the County of Nassau for the fiscal year beginning January 1, 2020, and ending December 31, 2020.

§ 2. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 119 - 2019

AN ORDINANCE TO AMEND SECTION 9 OF ORDINANCE NO. 266-1985, AS AMENDED BY ORDINANCE NOS. 100-C-2001, 128-2006 AND 74-2014, TO INCLUDE AN OUT OF DISTRICT SEWER EQUALIZATION FEE TO BE CHARGED BY THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Section 1234 of the Nassau County Charter allows individuals or corporations not located within a County sewage collection district (“Out of District”) to contract with the County to dispose of sewage originating on such property into County sewage facilities; and,

WHEREAS, in connection with such contracts, the Nassau County Department of Public Works (“DPW”) imposes certain fees and charges, including an Out of District Sewer Equalization Charge, on the contracting party; and,

WHEREAS, the current Out of District Sewer Equalization Charge, a proportional “catch-up” contribution by the contracting party to connect to existing County sewer infrastructure, is negotiated by DPW and the contracting party using a formula based on differing methods of determining property values; and

WHEREAS, it would be more beneficial for the County to have both a standardized, legislatively approved process for calculating an Out of District Equalization Fee, and a consistent valuation policy for calculating the amount thereof; now, therefore

BE IT ORDAINED, by the County Legislature of the County of Nassau as follows:

Section 1: Section 9 of Ordinance No. 266-1985, as amended by Ordinance Nos. 100-C-2001, 128-2006 and 74-2014, relating to the establishment of various fees imposed by DPW, is

amended to read as follows:

SECTION 9 – Fees

9.1 General Permit

The fee for a General Permit shall be one hundred twenty dollars (\$120) payable on filing the application. Each permit holder shall also be required to pay a fee of three hundred ninety-nine dollars (\$399) as a sewer permit inspection fee.

9.2 Special Permit

The fee for a Special Permit Shall consist of the following charges:

- (a) One hundred sixty dollars (\$160) to a maximum of eight hundred dollars (\$800) for Engineering reports.
- (b) An inspection charge of two percent (2%) of the estimated cost of the construction of the external sewers from the available County sewer to the point where the sewer enters the building. The estimated cost of construction is to be determined by the Commissioner. No work will commence until County Inspectors are on the job site. An inspection charge will not be made where the Owner is required to provide this service through others (see Section 13).
- (c) The fee for a Special Permit shall consist of the sum total of the charges described above and shall be payable before issuance of the permit.

9.3 Industrial Discharge Permit

The fee for an Industrial Discharge Permit shall be two hundred thirteen dollars (\$213) payable to the County on filing the application.

9.4 Dye Testing

In each instance when a dye test is conducted to determine whether a building is equipped with a connection to the sewer system, and such test is not made for the sole use and benefit of the County, a minimum fee of one hundred sixty dollars (\$160) to a maximum fee of eight hundred dollars (\$800) per dye test shall be paid to the County by:

- (a) the person requesting such test, or
- (b) the owner of the premises on which such test is made when test is done to establish an illegal connection.

9.5 Verification of Permit/Connection

A fee for the written verification of Permits issued for connection to the public sewer may be charged by the County. The fee shall be ninety-five dollars (\$95.00).

9.6 Out of District Sewer Equalization Fee

An Out of District Sewer Equalization Fee of thirty-six dollars (\$36) per gallon per day shall be imposed by the Commissioner upon any user from outside the geographical boundaries of the Nassau County Sewer and Storm Water Resources District that receives approval from the County of Nassau to connect to County sewer system to enable the disposal of sewage originating on such user's property. At the time of filing the application for such connection, such user shall identify the daily sewage requirement of the proposed connection. The calculation of the daily sewage requirement shall be based upon applicable minimum design sewage flow rates determined by the Commissioner. The fee shall be payable to the County at the time such connection to the County sewer system is activated.

§ 2. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a “Type II” Action within the meaning of Section 617.5(c)(20) and (27) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 3. This ordinance shall take effect immediately and shall apply to applications approved on or after October 1, 2019.

PROPOSED ORDINANCE NO. 120– 2019

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND THE INCORPORATED VILLAGE OF GARDEN CITY, AS TENANT, FOR PROPERTY KNOWN AND DESIGNATED AS SECTION 44, BLOCK 77, LOT 2 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU

WHEREAS, the County of Nassau is the fee owner of a vacant and unimproved parcel of land in the Incorporated Village of Garden City known and designated as Section 44, Block 77, Lot 2 on the Land and Tax Map of the County of Nassau (the “Premises”).

WHEREAS, the Incorporated Village of Garden City has requested that the County of Nassau lease the Premises under the terms and conditions of a certain lease agreement, a copy of which is on file with the office of the Clerk of the Nassau County Legislature (the “Lease”) for the purpose of constructing and maintaining a gravel parking lot adjacent to Stewart Field in Garden City;

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action and found that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act and has issued a Negative Declaration indicating that the proposed action will have no significant environmental impact and does not require further environmental review;

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Attachment C and incorporated

herein, recommending that the Nassau County Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive be and is hereby authorized to execute the Lease and any ancillary documents and instruments necessary to effectuate the terms of said Lease, subject to all of the terms and conditions as outlined in said Lease, a copy of which is on file in the office of the Clerk of the Nassau County Legislature.

2. That it is hereby determined pursuant to the provisions of the New York State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and section 1611 of the County Government Law of Nassau County, that the proposed lease of property has been determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Negative Declaration.

3. That this Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 121 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Department of Public Works.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated September 23, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
7,187,500	Federal Transit Administration	GRT	RE	DE	7,187,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 122 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with the Department of Public Works.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated September 23, 2019, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
16,000,000	Federal Transit Administration	GRT	RE	DE	9,000,000
				LB	7,000,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 123 –2019

AN ORDINANCE supplemental to an appropriation ordinance in connection with
the Department of Public Works.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated September 23, 2019,
addressed to the County Legislature, has recommended the appropriation of such funds not
otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the
County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the
following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
5,000,000	Federal Transit Administration	GRT	RE	DE	5,000,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or
typographical errors subsequent to any approval and adoption of said ordinance without the
necessity for a vote to be taken by the County Legislature or by the members of any Standing
Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of
said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality
Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

NOVEMBER 25, 2019 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
B-17-19	PW	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND E & A RESTORATION, INC. B-17-19
E-205-19	HE	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENTS OF HEALTH, AND VMC GROUP, INC. E-205-19
E-208-19	PD	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND THE DISTRICT ATTORNEY'S OFFICE AND NICE SYSTEMS, INC. E-208-19
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	LE	R	<u>PROPOSED LOCAL LAW NO. – 2019</u> 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	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPRAGUE OPERATING RESOURCES LLC. A-22-18
B-4-18	PW	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-4-18

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-2-18	PW	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-46-18	TV	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18
E-52-18	PW	R	<u>RESOLUTION NO. -2019</u> 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
A-7-19	PR	R	<u>RESOLUTION NO. -2019</u> 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 VARIOUS NASSAU COUNTY AGENCIES AND TRI-DIM FILTER CORPORATION. A-7-19
E-14-19	PW	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND N & P ENGINEERS & SURVEYORS. E-14-19
E-161-19	AS	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF ASSESSMENT, AND MICHAEL HABERMAN ASSOCIATES, INC. E-161-19

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-162-19	AS	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF ASSESSMENT, AND SMITH VALUATION SERVICES, INC. D/B/A STANDARD VALUATIONS SERVICES. E-162-19
E-163-19	AS	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF ASSESSMENT, AND ASSESSOR EDUCATION SERVICES. E-163-19
E-190-19	PK	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND GLOBAL SOCCER CONSULTING, INC. E-190-19



B-17-19

NIFS ID: Department: Public Works

Capital: X

SERVICE: Family & Matrimonial Court-Ph II-B90632-02G

Contract ID #:B90632-02G

NIFS Entry Date:

Term: from to

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

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

Vendor Info:	
Name: E&A Restoration Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Rakhal Maitra, P.E.
Address: NCDPW 1194 Prospect Avenue Westbury, New York 11590 Phone: 516-571-9611

RECEIVED
 NASSAU COUNTY
 CLERK OF THE LEGAL
 2019 OCT 31 P 12:38

Routing Slip

Department	NIFS Entry: X	02-OCT-19 -- LDIONISIO
Department	NIFS Approval: X	03-OCT-19 -- RDALLEVA
DPW	Capital Fund Approved: X	03-OCT-19 -- RDALLEVA
OMB	NIFA Approval: X	07-OCT-19 -- CNOLAN
OMB	NIFS Approval: X	04-OCT-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	03-OCT-19 -- AAMATO
County Atty.	Approval to Form: X	04-OCT-19 -- MMISRA
CPO	Approval: X	08-OCT-19 -- KOHAGENCE

DCEC	Approval: X	08-OCT-19 -- JCHIARA
Dep. CE	Approval: X	09-OCT-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	31-OCT-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This contract is for the General Construction to renovate the existing building at 101 County Seat Drive, Mineola, NY to house Family and Matrimonial Courts. The work includes complete interior fit-out of the core and shell of the building (constructed under Phase 1) including but not limited to selective demolition, and new architectural, structural, HVAC, mechanical, electrical, plumbing, fire protection and security improvements. The project also includes site restoration and improvements, including but not limited to new sidewalks, curbs, paving, drainage and landscaping.
Method of Procurement: The contract was publicly bid in accordance with General Municipal Law 103 and County Procurement Policy. E&A Restoration, Inc. was the lowest responsible bidder in the amount of \$85,600,000.00. A total of seven (7) firms bid.
Procurement History: Bid documents were publicized and made available to contractors from July 5, 2019 until August 9, 2019. Bids were opened on September 3, 2019. Bid was advertised in the NYS Contract Reporter, Newsday and in eProcure for the duration.
Description of General Provisions: The contractor has 550 calendar days to complete this contract. The contract has an M/WBE utilization of 14.26%.
Impact on Funding / Price Analysis: Funds for this contract are available in Capital Project No. 90632. \$85,600,000.00 to be encumbered.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		01	PWCAPCAP90632-002/00004	\$ 85,600,000.00
Control:	90	Contract:				\$ 0.00
Resp:	632	County	\$ 0.00			\$ 0.00
Object:	00004	Federal	\$ 0.00			\$ 0.00
Transaction:	CH	State	\$ 0.00			\$ 0.00
Project #:	90632	Capital	\$ 85,600,000.00			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 85,600,000.00		TOTAL	\$ 85,600,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. **Vendor:** E&A Restoration Inc.

2. **Dollar amount requiring NIFA approval:** \$85600000

Amount to be encumbered: \$85600000

This is a New

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

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

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

3. **Contract Term: 550 calendar days**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

This contract is for the General Construction to renovate the existing building at 101 County Seat Drive, Mineola, NY to house Family and Matrimonial Courts. The work includes complete interior fit-out of the core and shell of the building (constructed under Phase 1) including but not limited to selective demolition, and new architectural, structural, HVAC, mechanical, electrical, plumbing, fire protection and security improvements. The project also includes site restoration and improvements, including but not limited to new sidewalks, curbs, paving, drainage and landscaping.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

CNOLAN

07-OCT-19

Authenticated User

Date

COMPTROLLER'S OFFICE

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

B17-19

RULES RESOLUTION NO. -2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND E & A RESTORATION, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS [“Department”] has received competitive bids for contract B90632-02G, for FAMILY & MATRIMONIAL COURT – PHASE II – AT 101 COUNTY SEAT DRIVE, MINEOLA, NY [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of E & A RESTORATION, INC.,

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be \$ 85,600,000 now therefore be it

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

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: E&A Restoration, Inc.

CONTRACTOR ADDRESS: 40 Willis Avenue, Syosset, NY 11791

FEDERAL TAX ID #: 11-3579414

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

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday, eProcure, and NYS Contracts [newspaper] on August 12, 2019 [date]. The sealed bids were publicly opened on September 3, 2019 seven [7] sealed bids were received and opened.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

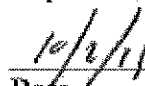
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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



Department Head Signature



Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 10:52:04 AM

Vendor: E&A RESTORATION INC.

Title: PRESIDENT



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

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

KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 10:39:08 AM

Vendor: E&A RESTORATION INC.

Title: PRESIDENT

The term 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: KALLIOPI VOURNOU
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Business Address: 40 WILLIS AVE.,
City: SYOSSET State: NY Zip Code: 11791
Telephone: (516) 921-7030
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>11/01/2000</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>11/01/2000</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
100% SHAREHOLDER
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

E&A RESTORATION INC.

Name of submitting business

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

KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

PRESIDENT

Title

09/20/2019 11:28:44 AM

Date

Business History Form

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

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

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

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

Date: 08/13/2019

1) Proposer's Legal Name: E&A RESTORATION INC.

2) Address of Place of Business: 40 WILLIS AVE.

City: SYOSSET State: NY Zip Code: 11791

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: (516) 921-7030

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

4) Dun and Bradstreet number: 197496982

5) Federal I.D. Number: 11-3579414

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ 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, please provide details: _____

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

11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
- (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.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
- iii) Name, address and position of all officers and directors of the company. If none, explain.
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments

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.

E8A Restoration Inc. consists of a team with great expertise and knowledge of the construction industry. A specialized team is created for each individual project to ensure the goals are met and exceeded.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	The Liro Group		
Contact Person	Anton Dolce		
Address	30-30 Thomson Ave.		
City	Long Island City	State	NY
Telephone	(917) 559-8286		
Fax #			
E-Mail Address	dolcea@liro.com		

Company	Rudin Management		
Contact Person	Paul Mandel		
Address	345 Park Ave.		
City	New York	State	NY
Telephone	(212) 407-2504		
Fax #			
E-Mail Address	pmandel@rudin.com		

Company	Nassau County Dept of Public Works		
Contact Person	Joseph Amerigo		
Address	1194 Prospect Ave.		
City	Westbury	State	NY
Telephone	(516) 571-6804		
Fax #			
E-Mail Address	jamerigo@nassaucountyny.gov		

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

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

CERTIFICATION

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

Name of submitting business: E&A RESTORATION INC.

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

PRESIDENT

Title

09/20/2019 11:21:57 AM

Date



Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility

Location: Bronx, NY Contract No. JJFACREN
Owner: NYC Department of Design & Construction, Anton Dolce 917-559-8286
Construction Cost: \$55,000,000
Contract Award: 2/2/18 Est. Completion: 10/31/19

211 E.70th Street

Location: Manhattan, NY Contract No.321702+321601
Owner: Rudin Management, Paul Mandel 212-407-2504
Construction Cost: \$70,000,000.00
Contract Award: 11/04/16 Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility

Location: Yaphank, NY Contract No. N/A
Owner: Suffolk County Department of Public Works, Jay Abbott 631-852-4242
Construction Cost: \$12,720,970.00
Contract Award: 1/20/15 Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab

Location: Westbury, NY Contract No.B90230P03G
Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804
Construction Cost: \$24,320,608.54
Contract Award: 12/16/13 Completed: 10/1/2018

Nassau Community College, Student Services Center

Location: Garden City, NY Contract No. B7008901G
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: \$11,712,215.22
Contract Award: 11/3/14 Completed: 9/1/17

Nassau Community College, On Call General Contractor

Location: Garden City, NY Contract No. CY98-113010-0946
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: \$5,154,221.07
Contract Award: 2/17/11 Completed: 3/31/16

Building Construction Requirements Contract, General Contractor

Location: Various Locations, Nassau County, NY Contract No. B9040002G
Owner: County of Nassau, Michael Puleo 516-571-6917
Construction Cost: \$10,000,000.00
Contract Award: 8/1/12 Completed: 12/31/16

**E & A RESTORATION INC.**

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

Hempstead House Lintel Replacement & Window Rehabilitation

Sands Point, NY Contract No. B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: \$1,307,787.89
Contract Award: 11/25/13 Completed: 11/30/15

Rehabilitation of Sagamore Hill, National Historic Site

Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: \$8,554,579.39
Contract Award: 8/29/12 Completed: 7/31/14

Riverhead Building Renovation, Suffolk Community College

Ammerman Campus, Selden, NY Contract No. CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: \$12,750,000.00
Contract Award: 3/21/13 Completed: 12/31/14

Alterations to Criminal Court Building

Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: \$1,808,419.00 Completed: 12/1/14
Contract Award: 8/26/13

Plaza Deck Restoration, Phase II, Nassau Community College

Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: \$3,136,380.10
Contract Award: 6/13/11 Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion

Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631) 852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: \$405,327.00
Contract Award: 11/29/12 Completed: 6/2014

THE COUNTY OF NASSAU
OFFICE OF CONSUMER AFFAIRS
240 OLD COUNTRY ROAD, MINEOLA N.Y. 11501
Telephone 571-3871

The issuance and retention of this license is contingent upon the licensee's compliance with the laws of The State of New York and the County of Nassau, the rules and regulations of the Office of Consumer Affairs, and the rules and regulations of all other New York State and Nassau County agencies, now in effect or which may hereafter be enacted.

LICENSE FOR
HOME IMPROVEMENT CONTRACTORS

ESA CONSTRUCTION, DIV OF ESA
RESTORATION, INC.
40 WILLIAM AVENUE
SYOSSET NY 11791

LICENSE NO. H1867980000
DATE OF ISSUE 02/01/2019
EXPIRATION DATE 01/31/2021

Aracelis A. Noy
COMMISSIONER

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
DOES NOT CONSTITUTE A PLUMBING OR ELECTRICAL LICENSE

COUNTY OF NASSAU

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

1. Name of the Entity: E&A RESTORATION INC.

Address: 40 WILLIS AVE.

City: SYOSSET State: NY Zip Code: 11791

2. Entity's Vendor Identification Number: 11-3579414

3. Type of Business: Closely Held Corp (specify) _____

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

See attached file(s):

YES ☐ NO ☒

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

If none, explain.

KALLIOPI VOURNOU, 100% SHAREHOLDER

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

signatory of the firm for the purpose of executing Contracts.

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

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 11:34:50 AM

Title: PRESIDENT

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

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo**

TO: Office of the County Executive
Att: Brian Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: September 18, 2019

SUBJECT: RECOMMENDATION OF AWARD

Contract No.: B9063202G

Nassau County Family and Matrimonial Court Phase 2

Bids received on September 3, 2019

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to E&A Restoration Inc. as the lowest responsible bidder in the amount of \$85,600,000.00. In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.



Kenneth G. Arnold
Commissioner

KGAR:RM:ss

c: Rakhal Maitra, Deputy Commissioner
Roscann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

APPROVED:

DISAPPROVED:

 9/25/19

Brian J. Schneider Date
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive



REQUEST TO INITIATE

RTI Number 18-0437

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House or Requirements Work OrderProject Title: Family and Matrimonial Court - Phase 2Department: Public Works Project Manager: R. LabawDate: 12/11/18Service Requested: Request to bid construction contractJustification: Phase 1 of the project is nearing completion. Phase 2, the interior fit-out, will complete projectRequested by: DPW/Buildings

Department/Agency/Office

Project Cost for this Phase/Contract (Plan/Design Construction/CM/Equipment)

7.9MTotal Project Cost: \$81.5M

Includes: design, construction and CM

Date Start Work: 4/2019

Phase being requested

Duration: 24 months

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

No B.O. Needs

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐90632

2018 Capital Plan Approval

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

90632-002

See attached sheet for descriptions

TimeSheet Code:

See attached sheet for descriptions

State Environmental Quality Review Act (SEQRA):

Type II Action ☒Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

for Ken Arnold

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

3/8/19

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. E&A Restoration Inc.	\$85,600,000.00		
2. AWI Industries Inc.	\$91,530,000.00		
3. Sen Crest Construction	\$91,727,000.00		
4. Leon D. DeMatteis	\$92,540,000.00		

DCE/Ops Approval:

YES ☐ NO ☐

Signature

MP

5. Citinalla Construction

\$93,248,000.00

6. Delric Construction

\$103,417,000.00

7. Forte Construction

\$105,555,000.00

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo**

TO: Kenneth G. Arnold, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: September 18, 2019

SUBJECT: RECOMMENDATION OF AWARD

Contract No.: B90632-02G

Title: Nassau County Family and Matrimonial Court Complex
Phase II

Engineer's Estimate: \$92,140,087

Bids Received On: September 3, 2019

The bids received for the above-mentioned contract have been examined and the bid submitted by E&A Restoration Inc. in the amount of Eighty-Five Million Six Hundred Thousand Dollars (\$85,600,000.00) is acceptable as the lowest responsible bidder.

Since the low bid is below the Engineer's estimate and adequate funds are available (Capital Project No. 90632), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for her action.

Attached herewith please find a completed Staff Summary form for your information and use.



Rakhal Maitra
Deputy Commissioner

RM:ss

Attachment

c: Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Architect IV
Brent, Chow, Gus Xenakis, Jacobs





Staff Summary- CONTRACTS

Subject Family and Matrimonial Court Phase II	Date September 17, 2019
Department Public Works	Vendor Name E&A Restoration, Inc.
Department Head Name Kenneth G. Arnold, Commissioner of Public Works	Contract Number B9063202G
Department Head Signature	Contract Manager Name
Project Manager Name Robert Labaw	

			Internal Approvals			
Required action	Check appropriate box	Date & Init.	Date & Init.	Approval	Date & Init.	Approval
Full legislative approval				County Exec. or Deputy		Director of Leg. Affairs
Rules Committee approval only				Budget		Counsel to C.E.

Purpose:

Interior fit out and site improvements to 101 County Seat Drive, Mineola to make property ready for use for Family and Matrimonial Courts and ancillary agencies.

Procurement history, if applicable:

Bid documents were publicized and made available to contractors from July 5, 2019 until August 9, 2019. Bids were opened on September 3, 2019.

Method of Procurement:

The contract was publicly bid in accordance with General Municipal Law 103 and County Procurement Policy. E&A Restoration, Inc. was the lowest responsible bidder in the amount of \$85,600,000.00. A total of seven (7) firms bid.

General Provisions:

The contractor has 550 calendar days to complete this contract.

Impact on Funding/Price analysis:

Funds for this contract are available in Capital Project No. 90632.

Recommendation:

Approve as submitted.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
 Att.: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 27, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
 General Construction Services
 Nassau County Family and Matrimonial Court – Phase 2
 101 County Seat Drive / Mineola, NY
 Proposed Contract No: B90632-02G

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

1. DPW plans to recommend a contract/agreement for the following services:
 General Construction Services
2. The work involves the following:
 The project involves the adaptive re-use of an existing 255,000 SF building, which is located at 101 County Seat Drive, Mineola, NY and is being completed in phases. The first phase is currently in construction and includes site improvements, structural modifications and a new façade. Phase 2 will complete the interior fit out of the building including all mechanical, electrical, plumbing, HVAC and life safety system as well as miscellaneous site improvements.
3. An estimate of the cost is: \$85,000,000.00
4. An estimate of the duration is: twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann D'Alleva

Roseann D'Alleva
 Deputy Commissioner

RD:RM:pl

c: Christopher Nicolino, Director, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 Loretta Dionisio, Assistant to Deputy Commissioner
 Diane Pyne, Unit Head, Human Resources Unit
 Christopher Yansick, Unit Head, Financial Management Unit
 Jonathan Lesman, Management Analyst II
 Robert LaBaw, Architect IV



BID BOND**FORM OF BID BOND**

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission; addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned E & A Restoration, 40 Willis Avenue, Syosset NY 11791

as Principal; and Philadelphia Indemnity Insurance Company, 325 Columbia Tpke, Florham Park NJ as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of Ten Percent of the Amount Bid

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

Signed and sealed this 5th day of August 20 19

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. B90632-02G for the

Family and Matrimonial Court - Phase II - 101 County Seat Drive, Mineola NY 11501
236,000 SF Interior Renovation

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of ninety (90) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

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

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

- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

NO TEXT ON THIS PAGE

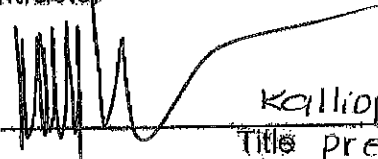
- b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

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

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

E & A Restoration Inc.

Contractor

by  Kalliopi Vournou (L.S.)
Title President

(Corporate seal of
Contractor
if a corporation)


by _____ (L.S.)
Title

by _____ (L.S.)
Title

Philadelphia Indemnity Insurance Company

Surety

by  Patricia Von Posch (L.S.)
Title of Officer
Patricia Von Posch, Attorney-in-Fact

Attest:  Eileen Dunbar (L.S.)
Title of Officer
Bond Assistant

(Corporate seal
of Surety)

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF NY }
COUNTY OF Nassau } ss.:

On this 2nd day of September, 2019, before me personally came Kalliope Vournou to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Synset, NY that he is the President of the E&A Restoration Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County

Commission Expires September 02, 2019

[Signature]
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be a member of _____ the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual)

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

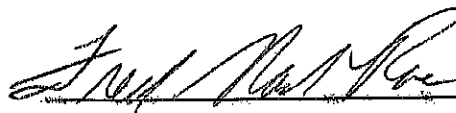
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(Acknowledgment by Surety Company)

STATE OF NEW YORK
COUNTY OF NASSAU } ss.:

On this 5th day of August, 20 19 before me personally
came Patricia Von Posch to me
known, who being by me duly sworn, did depose and say that he resides
in Little Neck, NY

that he is the Attorney-in-Fact of the Philadelphia Indemnity Insurance Company, the
corporation described in and which executed the within instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by
the order of the Board of Directors of said corporation, and that he signed his name thereto by like
order; and that the liabilities of said company do not exceed its assets as ascertained in the
manner provided by the laws of the State of New York, and the said Notary Public further said
that he is acquainted with Patricia Von Posch and knows him
to be the Attorney-in-Fact of said company; that the signature
of the said Patricia Von Posch subscribed to the within instrument is
in the genuine handwriting of the said Patricia Von Posch
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said Notary Public



Notary Public

FRED NASH ROE
Notary Public, State of New York
NO. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2023

7 22

FOR HUMAN CENTER
ANDY WANG TO STATE CHIEF OF POLICE
602-210-0810
WANG WANG WANG WANG WANG
2505, 1st Floor, 1st Floor, 1st Floor

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POWER OF ATTORNEY
FINANCIAL STATEMENT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John E. Roe Jr., Patricia Von Posch and Richard Kainz of Aerisure LLC, d/b/a City Underwriting Agency, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

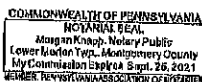
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of August, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (In thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$56,134)	46,213	48,837
Common stocks (cost \$14,887 and \$31,965)	14,883	33,817
Mortgage loans	473,087	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,231	240,475
Derivatives	137	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	68,068	140,468
Cash and invested assets	7,846,078	7,575,757
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,935
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,886	89
Total admitted assets	\$ 9,058,184	\$ 8,653,171

Liabilities and Capital and Surplus

Liabilities

Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,283,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	25,931
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,351	225,361
Federal income taxes payable	3,141	-
Funds held	61,944	83,909
Accrued expenses and other liabilities	37,382	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	30,741	81,458
Total liabilities	\$ 6,608,703	\$ 6,336,802

Capital

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding

Surplus:	4,300	4,300
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,998,910	1,925,798
Total surplus	2,384,981	2,311,869
Total capital and surplus	2,384,981	2,311,869
Total liabilities and capital and surplus	\$ 9,058,184	\$ 8,653,171

The undersigned, being duly sworn, says: That she is the Executive Vice-President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

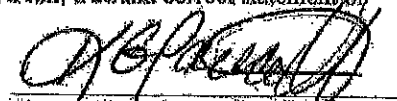
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Attest:

Kimberly A. Kesselski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Giffner-Paucello, EVP & CTO


Kimberly A. Kesselski, Notary

Sworn to before me this 21st day of May 2019.

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CERTIFICATE OF SOLVENCY

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

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

It is hereby certified that

**Philadelphia Indemnity Insurance Company
Of Bala Cynwyd, Pennsylvania**

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,468,560,818 (Capital \$4,500,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2019, on file in this Department, prior to audit.

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



In Witness Whereof, I have
unto set my hand and affixed
official seal of this Department
in the City of Albany, this

6th day of June 2019

Linda A. Lacewell
Acting Superintendent

By

A handwritten signature in black ink, appearing to read "Euf", is written over the line for the Special Deputy Superintendent.

Ellen R Buxbaum
Special Deputy Superintendent

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. **B90632-02 G**

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address E & A RESTORATION INC. 40 Willis Ave, Syosset, NY Federal ID No.: 11-3579414 11791	Project Description (Project Title, Facility Name and Address): Family & Matrimonial Court Ph II 101 County Seat Drive Mineola, NY 11501	Bid Date 8/13/19	Total Contract Amt \$33,600,000-
--	--	----------------------------	--

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

☐ Plumbing and Gas Fitting
☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box ☐ skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) only one.				General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures			
ARA PLUMBING CORP. 9198 Jackson Ave, Seaford, NY 11783 Federal ID No. 61154183	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PLUMBING	\$2,650,000-
Universal Heating and AC 43 Jeebeto Pkwy, Mineola, NY 11501 Federal ID No. 113483867	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		HVAC	\$11,660,000-
Eldor Contracting Corp. 30 Corporate Dr. Hoffsville NY 11742 Federal ID No. 112466379	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		ELECTRICAL, AV, Security, Telecom	\$3,695,000-

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: **President** Date: **8/13/19**

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PROPOSAL
To the County of Nassau

FAMILY AND MATRIMONIAL COURT - PHASE II
101 COUNTY SEAT DRIVE
MINEOLA, NY 11501

Contract No. B90632-02G

TO THE COUNTY OF NASSAU:

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

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: E & A RESTORATION INC.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 40 Willis Ave., Syosset, NY 11791

Telephone: 516-921-7030 Date: 8/13/19

FAX: 516-921-0259 E-Mail: info@earestoration.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners

Residence of Partners

N/A

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Kalliopi Vournou

President's Domicile: [REDACTED]

Name of Vice Pres: N/A

Vice Pres's Domicile: N/A

Corporate Officer: N/A Title:

Corporate Officer's Domicile: N/A

Corporate Officer: N/A Title:

Corporate Officer's Domicile: N/A

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The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.
7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

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INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

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

II. Total Bid Computation

The Total bid will be computed by adding the sum of the unit price bid to the lump sum bid adjusted for alternate prices bid, if any. The comparison of unit price and lump sum contract elements is described below.

III. Unit Price Contract Elements, Comparison of Bids.

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

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

IV. Lump Sum Contract Elements, Comparison of Bids.

Bids on lump Sum Contract Elements will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

V. Apprenticeship Training Program.

For all contracts in excess of \$500,000, attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

746,
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PROPOSAL: For all work in accordance with the drawings and specifications:

E&A RESTORATION INC.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number N/A

Firm or Corporation's Federal ID Number 11-3579414

Firm or Corporation's Municipal License ID Number H18G7980000

Municipal Licensing Agency NASSAU County Office of
Consumer Affairs

By: 

Date: 8/13/19

(Print) Kalliope Vournou

Title: President

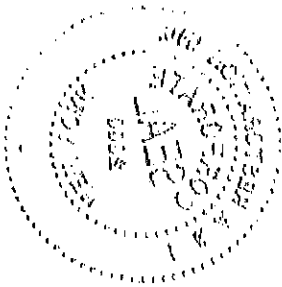
WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: 

Secretary

(CORPORATE)
(SEAL)

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QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name?

19

2. How many years experience in the construction work of a similar type as this contract has your firm had;

a. as a Prime Contractor 19

b. as a Subcontractor 19

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

see attached

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

see attached

(use additional blank sheets if additional space is necessary)

5. Have you:

a. ever failed to complete any work awarded to You? NO

If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

b. ever been defaulted on a contract? NO

If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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Projects In Progress*

E&A RESTORATION INC.

Nassau County Police Training & Intelligence Center

Location: Perimeter Road, Garden City, NY	Contract No. B50688-02g
Owner: Nassau County Dept of Public Works	
Contract Amount: \$42,973,000	% Completed: 12%
Contract Award: 8/1/18	Est. Completion: 2/10/21

253 Broadway Landmark's Space Renovation

Location: New York, NY	Contract No. 20161423374
Owner: NYC Department of Design & Construction	
Contract Amount: \$25,580,083	% Completed: 44%
Contract Award: 3/30/16	Est. Completion: 9/16/2019

Nassau County Building Construction Requirements, General Construction

Location: Nassau County, NY	Contract No. B9040003GR
Owner: Nassau County Dept. Of Public Works	
Contract Amount: \$5,000,000	% Completed: 3%
Contract Award: 11/17/17	Est. Completion: 11/17/19

Nassau Community College, On Call General Contractor

Location: Garden City, NY	Contract No. CY98-051314-18
Owner: Nassau Community College	
Contract Amount: \$5,000,000	% Completed: 14%
Contract Award: 7/14/14	Est. Completion: 7/13/20

Job Order Contract for Emergency Response Services

Location: Manhattan/Bronx	Contract No. B2326
Owner: New York City Department of Education	
Contract Amount: \$1,074,875.00	% Completed: 40%
Contract Award: 4/15/14	Est. Completion: 4/15/20

E&A RESTORATION INC.

Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility

Location: Bronx, NY

Contract No. JJFACREN

Owner: NYC Department of Design & Construction

Construction Cost: \$55,000,000

Contract Award: 2/2/18

Est. Completion: 10/31/19

211 E. 70th Street

Location: Manhattan, NY

Contract No. 321702+321601

Owner: Rudin Management

Construction Cost: \$70,000,000.00

Contract Award: 11/04/16

Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility

Location: Yaphank, NY

Contract No. N/A

Owner: Suffolk County Department of Public Works

Construction Cost: \$12,720,970.00

Contract Award: 1/20/15

Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab

Location: Westbury, NY

Contract No. B90230P03G

Owner: Nassau County Dept. Of Public Works

Construction Cost: \$24,320,608.54

Contract Award: 12/16/13

Completed: 10/1/2018

Nassau Community College, Student Services Center

Location: Garden City, NY

Contract No. B7008901G

Owner: Nassau Community College

Construction Cost: \$11,712,215.22

Contract Award: 11/3/14

Completed: 9/1/17

Nassau Community College, On Call General Contractor

Location: Garden City, NY

Contract No. CY98-

113010-0946

Owner: Nassau Community College

Construction Cost: \$5,154,221.07

Contract Award: 2/17/11

Completed: 3/31/16

Building Construction Requirements Contract, General Contractor

Location: Various Locations, Nassau County, NY

Contract No. B9040002G

Owner: County of Nassau

Construction Cost: \$10,000,000.00

Contract Award: 8/1/12

Completed: 12/31/16

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791

(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Nassau Community College, On Call General Contractor

Location: Garden City, NY

Contract No. CY98-

113010-0946

Owner: Nassau Community College

Construction Cost: \$5,000,000.00

Contract Award: 2/17/11

Completed: 3/31/16

Building Construction Requirements Contract, General Contractor

Location: Various Locations, Nassau County, NY

Contract No. B9040002G

Owner: County of Nassau

Construction Cost: \$10,000,000.00

Contract Award: 8/1/12

Completed: 12/31/16

Jericho Public Library Emergency Repairs, Interior

Jericho, NY

Contract No.G

Owner: Jericho Public Library

Architect: H2M Architects & Engineers

Construction Cost: \$33,577.92

Contract Award: 8/18/16

Completed: 11/30/16

Jericho Public Library Emergency Repairs, Exterior

Jericho, NY

Contract No.G

Owner: Jericho Public Library

Architect: H2M Architects & Engineers

Construction Cost: \$34,900.00

Contract Award: 8/18/16

Completed: 11/30/16

Hempstead House Lintel Replacement & Window Rehabilitaiton

Sands Point, NY

Contract No.B9E100016G

Owner: County of Nassau

Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010

Construction Cost: \$1,307,787.89

Contract Award: 11/25/13

Completed: 11/30/15

Village of Babylon ADA Upgrades

Babylon, NY

Contract No. 1

Owner: Village of Babylon (631) 669-1500

Architect: Savik and Murray LLP (631) 467-7775

Construction Cost: \$48,000.00

Contract Award: 9/12/12

Completed: 6/1/2015

Indiana Avenue Firehouse Replacement of Carport Ceiling

Long Beach, NY

Contract No. N/A

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Owner: City of Long Beach Dept. of Public Works
Architect: Frank G. Relf Architect, PC (631) 271-4432
Construction Cost: \$97,500.00
Contract Award: 11/6/14

Completed: 5/8/15

Rehabilitation of Sagamore Hill, National Historic Site

Oyster Bay, NY
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: \$8,554,579.39
Contract Award: 8/29/12

Contract No. SAHI-077375

Completed: 7/31/14

Riverhead Building Renovation, Suffolk Community College

Ammerman Campus, Selden, NY
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: \$12,750,000.00
Contract Award: 3/21/13

Contract No. CP2149, 2138, 2127

Completed: 12/31/14

Alterations to Criminal Court Building

Riverhead, NY
Architect: David Swift Architects (631) 351-5700
Construction Cost: \$1,808,419.00
Contract Award: 8/26/13

Capital Project No. 1124

Completed: 12/1/14

Plaza Deck Restoration, Phase II, Nassau Community College

Garden City, NY
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: \$3,136,380.10
Contract Award: 6/13/11

Contract No. B7006501G

Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion

Saint James, NY
Owner: Suffolk County Dept. of Public Works (631) 852-4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: \$405,327.00
Contract Award: 11/29/12

Capital Project No. 7510/7184

Completed: 6/2014

Locker Room Rehabilitation, Long Beach Recreation Center

Long Beach, NY
Owner: City of Long Beach (516) 431-1011
40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259
Contract No. 00082907-00

ever been declared a non-responsible bidder by any municipality or public agency?

No

If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

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

NONE

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

NONE

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

N/A

1. Name of the person or organization: *John Doe*

2. Address: *123 Main St, New York, NY 10001*

3. City: *New York*

4. State: *NY*

5. Zip: *10001*

6. Telephone: *212-555-1234*

7. Date: *01-12-1974*

8. Time: *10:14*

9. Page: *1*

NO TEXT ON THIS PAGE

10. Name of the person or organization: *John Doe*

11. Address: *123 Main St, New York, NY 10001*

12. City: *New York*

13. State: *NY*

14. Zip: *10001*

15. Telephone: *212-555-1234*

16. Date: *01-12-1974*

17. Time: *10:14*

18. Page: *1*

19. Name of the person or organization: *John Doe*

20. Address: *123 Main St, New York, NY 10001*

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
-------------------	----------------------------	----------------------------------	----------------------------	------------------

see attached

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
------	--	------------------	------------------

see attached

(use additional blank sheets if additional space is necessary)

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

AGREED *KW*

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

NONE MORTGAGED AT THIS TIME

(use additional blank sheets if additional space is necessary)

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E&A RESTORATION INC.

CONSTRUCTION PERSONNEL

KALLIOPI VOURNOU, President

Decades of experience in the construction industry. Duties include financial decisions, cost management, banking, creating and implementing company policies

ANTONIOS VOURNOU, Operations Manager

Supervises field operations and manpower on all ongoing projects. In charge of company's Estimating Department and actively involved in reviewing bid documents, doing take-offs and subcontractor/vendor buyouts. In charge of the review and negotiation of Prime and Subcontract Agreements. Expertise in coordination of multi trade projects from take-off to completion. Experience in all interior and exterior types and phases of construction Oversees and coordinates with all departments of company including project management, accounting and scheduling. BS in Architectural Technology.

JENNY SAKALIS, Office Manager / Human Resources

Over 15 years of experience in the commercial/public work sector. Works with project team to prepare and execute projects from award to completion. Office Management. Human Resources. Responsible for hiring and firing of employees. Company bookkeeping including accounts payable, accounts receivable, billing and job cost. Manages, generates and signs payroll checks and certified payrolls. Negotiating bonding and insurance for company. Involved in projects from pre bid phase through the bidding process and from award to completion. MS in Childhood Education. BA in Psychology and Biology.

GIOVANNI OLIVERI, Certified LEED Professional / Estimator

Prepare and submit LEED documentation, prepare estimates and take offs under the supervision of the chief estimator, assist with entire bidding process, transmit & discuss drawings and specifications with various subcontractors. BS in Construction Management, Engineering and Technology. LEED Green Associate Certification.

DINO ROSSI, Project Manager

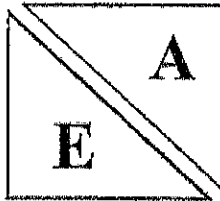
Mr. Rossi is a construction professional with over 36 years of experience in project management, construction supervision, and construction safety. His extensive experience managing projects under our employ and prior to his work with E&A Restoration makes him the ideal Project Manager. Mr. Rossi is a strong, dynamic manager with extensive New York City and New York State Agency background, and a proven track record managing his projects. New York City Certified Site Safety Manager. BS in Civil Engineering

ANGIE NUNEZ, Assistant Project Manager

30 years of construction administration experience. Serves as assistant to Project Managers and Superintendents for multiple projects. Prepares payment applications, submittals, reports, project correspondence, proposals, closeout documents, subcontracts and purchase orders, manages insurance certificates for subcontractors and maintains all project documentation.

KENNETH J. EADS JR., Superintendent

20 years of construction experience. Supervises and coordinates subcontractors, labor, material and equipment. Works hands-on in the field. Certified Carpenter Foreman.



E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

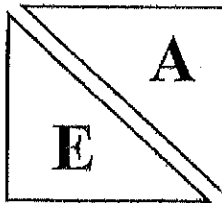
EQUIPMENT LIST

The following Equipment is located at:

E & A Restoration Inc.
40 Willis Avenue
Syosset, NY 11791

Vans, dumptrucks, pickup trucks scaffolding, bob cat
gas saws, generators, welding machines, compactor, chip guns, grinders
concrete chute, lighting, kettles, trailers, kickers and vibrator.

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259



E & A RESTORATION INC.

**40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)**

Insurance Information

General Liability:

Travelers Indemnity Co. of America	2,000,000 / 4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	DT-CO-7G593699-IND-19

Workers Compensation:

The Phoenix Insurance Company	Statutory
Policy Duration:	04/01/19 - 04/01/20
Policy Number:	UB-3K167263-19-26-G

Umbrella:

Travelers Indemnity Co. of America	5,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	CUP-3J368908-19-26

Philadelphia Indemnity Insurance Co.	4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	PHUB665330

Automobile Liability:

Travelers Indemnity Co. of America	1,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	BA-7G775089-19-CNS

Disability:

Shelter Point Life Insurance Company.	Statutory
Policy Duration:	01/01/19 - 12/31/19
Policy Number:	D224598

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

STUDIED CONTRACT DOCUMENTS AND ATTENDED WALK THROUGHS

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

WE PLAN TO HIRE A PROFESSIONAL SURVEYING COMPANY TO LAY OUT ALL THE
PROPOSED WORK THAT IS PROPOSED TO BE BUILT PER THE CONTRACT
DOCUMENTS, PLANS & SPECIFICATIONS.

ALL ONGOING WORK WILL BE DONE WITH OSHA STANDARDS/GUIDELINES.

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

MICHAEL CELENTANO → PROJECT MANAGER

JAMES W. SORGE → SENIOR SUPERINTENDENT/PM

KEN EADS → SENIOR SUPERINTENDENT FOR ARCHITECTURAL

SEAN JOINER → SENIOR SUPERINTENDENT FOR MEP'S TRADES

RESUMES
ATTACHED.

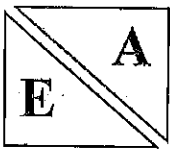
17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

see attached

in general or public contract, and that has been barred from bidding if so state barred of the public or public agency, the contractor as a result of the contract.

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Michael Celentano
Project Manager

E&A RESTORATION INC.

Education

New York University, Master's Degree, Structural Engineering

Dowling College, Master's Degree, Business Management

Lafayette College, Bachelor of Science, Civil Engineering

Lafayette College, Bachelor of Arts, Corporate Finance

Licenses/Registrations

4-hour Mast Climber User

4-hour Pipe Scaffold User

OSHA 30-hour

7 Hour Site Safety Manager

2012- IBC Structural Steel & Bolting Certification

2012 - IBC Welding

Certification

ACI Technician Grade 1

Years With This Firm: 3

Years With Other Firms: 6

Professional Profile

Michael is a professional with experience in project management, construction supervision and construction safety. He has a strong capability for effective management of projects and document control.

Experience

E&A Restoration Inc., Project Manager

Rudin Management – Façade Over-Cladding 211 East 70th Street

Rudin Management – Base of Buildings and Gardens 211 East 70th Street

Responsible for the management of a \$70,000,000.00 renovation project which includes both work on the façade and base of building garden rehabilitation. Responsibilities included providing financial spreadsheets for projected and forecasted Owner costs, overall budgets and forecasts to completion, issuing field corrective actions for conflicts found with existing conditions in coordination with the Architect and Engineer of Record, up to date in field schedules and projections, contract negotiations, buyout and contract management for subcontractors, negotiation of extra work tasks, constructability reviews of Architect's Issued drawings prior to bidding, coordinating daily activities, review and approval of contractor's progress payments.

Nassau County Public Safety Center Forensic Laboratory, Office Engineer

Management of the construction of the facility that serves as the Nassau County Crime Investigation Unit. The project included offices, laboratories, an automotive unit and firing range including all the MEP supporting these spaces. Responsibilities included tracking and logging of all the contract documents including submittals, shop drawings and correspondence in Prolog Project Management System, working with the general contractor in coordination of day to day activities with the building tenants, coordination of the construction schedule so that the facility operations were not affected, performing inspection services and coordinating and arranging Nassau County testing and special inspections.

Middle Neck Road Drainage Improvements, Office Engineer & Construction Inspector

Responsible for all of the record keeping and contractor progress payments for this time sensitive, complex project. Managed test pits and noted the locations of underground utilities to prevent conflict during the excavation and construction process. Provided inspection services for 8" and 12" water main relocations including a Hydro-stop (wet-tap) installation of full body mechanical joint fittings, new water main valves and boxes and a sprinkler service connection. Also provided inspection services for all concrete and soil compaction.

Other Projects Include:

Landmarks Preservation Commission, Renovation to 253 Broadway

234 East 70th Street, 09-2040, NY, NY

4075 RT-9 North, NJ

62 Avenue B, 11-2442, NY, NY

JFK AP, LLC Brooklyn, NY

355 East 19th St. NY, NY

448 W. 167th St. NY, NY

197-199 Mott Street, NY, NY

Marriott-Renaissance Hotel, Cincinnati, Ohio



James W. Sorge
P.E./General Superintendent

E&A RESTORATION INC.

Education

*Manhattan College, Civil
Engineering*

Licenses/Registrations

*Professional Engineer-State
of New York*

*Licensed Superintendent-
NYC Dept. of Buildings*

Years With This Firm: 1

Years with Other Firms: 33

Professional Profile

James is a New York State Professional Engineer and licensed superintendent with over 33 years of experience in construction project management, supervision, and safety. James has a strong background in building and heavy construction, site work and construction logistics. His project experience includes many notable structures throughout the New York Metropolitan Area and Long Island. He is an exceptional leader with strong leadership skills, an incomparable coaching trait which make him asset to any setting.

Experience

E&A Restoration Inc., General Superintendent

Supervision of all construction activities.

Direction and coordination of subcontractors and field crews.

Petracca and Sons Inc., Vice President/General Superintendent

Supervised/Managed the pricing, scheduling, and construction of the following structures: P.S. 335, P.S. 798, 800 Bed Addition Rikers RMSC, P.S. 253, P.S. 234, P.S. 69, P.2. 340, Richmond Hill Yard & Shop Improvements, Morse Diesel International, New Queens Civil Courthouse, Reconstruction on the LIE at Sagtikos Parkway, Construction of a Communicable Disease Unit (Phase II & Phase I Rikers Island), Sprung Structures (Rikers Island), LIE vehicular and pedestrian bridges



Ken Eads
Project Superintendent

E&A RESTORATION INC.

Education

*Long Island University/CW
Post, Numerous Continuing
Education Classes*

*Empire State Carpenters Local
7 Trade School*

*Licenses/Registrations
4-hour Mast Climber User
4-hour Pipe Scaffolding User
OSHA 30-hour*

Years With This Firm: 13

Years with Other Firms: 15

Professional Profile

Ken has over 30 years of construction experience. He has worked as a carpenter since high school and within 5 years was running complex projects as a foreman. Ken started coordinating other trades while acting as a carpenter foreman and was eventually elevated to a project superintendent. He has a strong fundamental knowledge and construction insight and has saved numerous hours of work on several projects, coordinating all the trades to minimize "hits" amongst the trades. His determination and relentless pursuit of excellence has paved the way to the repeated success of completing projects ahead of schedule.

Experience

E&A Restoration Inc., Project Superintendent

Since coming to work for E&A Restoration Inc. in 2004, Ken has handled an increased amount of responsibility on the projects assigned to him. He has displayed an ease at handling projects with little interference from the management team and/or the design team. He is a loyal, energetic, and conscientious individual; always putting the needs of the project first. Ken was the Site Superintendent for the Rehabilitation of Sagamore Hill, home of President Theodore Roosevelt and was instrumental in its success.

Projects include:

- Rudin Management -- Façade Over-Cladding 211 East 70th Street
- Rehabilitation of Sagamore Hill National Historic Site
- Nassau County Public Safety Center Phase II & III
- MTA LI Bus Paratransit Facility Modifications
- Nunley's Carousel Building

Ken was also the Project Superintendent on numerous school, firehouse, office building, libraries and mall projects

Godsell Construction Corporation, Carpenter Foreman

During his employ Ken worked on numerous public works projects, but mainly concentrated on public school work in Nassau and Suffolk Counties. While assigned to work at William Paca Middle School, Ken distinguished himself as someone who could manage multiple tasks of enormous responsibility with very little supervision. Immediately after finishing this project, where E&A Restoration was the CM, he was hired to work with E&A. During his tenure at Godsell, Ken completed work on several schools which were all completed on time. He also ran all the complex carpentry work, millwork fabrication/installation and wood floor installation at the Cold Spring Harbor Library.

Aurora Contractors/Expressway Acoustics, Carpenter Foreman

While employed here, Ken worked mainly as the lead Carpenter Foreman in a setting where there was several other carpenter foremen, working under his supervision. Here he completed school projects where the case work was in excess of \$3M. He displayed an acute understanding of coordinating skilled carpenters as they related to tasks within the trade. During his time of employ he completed projects in excess of \$5M on libraries, hospitals, firehouses, and police stations. Additionally he was instrumental in the successful build outs of several strip malls in Nassau and Suffolk Counties.



E&A RESTORATION INC.

Sean Joiner
Senior Superintendent

Military

*United States Army
1987-1996*

Licenses/Registrations

OSHA 10-hour

Professional Profile

Senior Superintendent with extensive expertise in the mechanical, electrical and plumbing (MEP) industry. Heavy experience overseeing large scale projects from permits to project completion in commercial, residential, industrial and retail facilities. Demonstrates ability to build and maintain solid client relationships, engage and motivate project crew and resolve issues efficiently and expeditiously. Possesses extensive knowledge in the general contracting field focusing on environmental and regulatory compliance to OSHA and city ordinance. Proficient in Auto CAD and Building Information Modeling (B.I.M.).

Experience

E&A Restoration, Inc., Senior Superintendent

Senior Superintendent for the Horizon Juvenile Detention Facility Project for the New York City Department of Design & Construction.

LP Ciminelli Construction Management, Senior Superintendent

Directed the daily operations and coordination of mechanical and electrical trades. Served as the intermediary for client and multiple state agencies including but not limited to Metropolitan Transportation Authority (MTA), Staten Island Railway (SIRTOA), New York City Department of Transportation and New York City Police Department. Engaged in the procurement process, collaborated with clients, designers and architects throughout the design to development stages. Facilitated weekly coordination meetings with subcontractors and B.I.M design teams. Notable projects include a \$450 million outlet mall and high end restaurants within a twelve-story 5 Star luxury hotel.

GFI Development Company, MEP Superintendent

Presided over all MEP trades for a 500,000 square feet landmark, built in 1883 that was restored into a 5 Star Thompson Hotel. The hotel included high end restaurants for celebrity chefs, as well as an exclusive lounge and nightclub.

Turner Construction, MEP Superintendent

Scheduled all trades preparations and parameters at multiple construction sites. Monitored overall project progress, verified trades were insured, permitted and bonded. Conformed with milestones and coordinated final test inspections with subcontractors and /or building owners. Achieved total MEP upgrades to existing systems that included IT infrastructure such as power, HVAC and fire protection and demolition to white box status along with restrooms. Notable projects include \$100 million Superstorm Sandy Rehabilitation Project and \$100 million worth of various commercial, retail and residential projects.

PAR Fire Protection, Project Manager / General Superintendent

Interfaced with general contractors on multiple projects performed within budget and projected timelines. Sought new clients, initiated and conducted project kick-off meetings with general contractors and owners. Coordinated and/or conducted pump tests, inspections, and start-ups (fire/special service/booster). Monitored project progress and

distributed cost codes and breakdown information to accounting department. Secured bonds, insurance, certifications, and other administrative and compliance related documents such as permits and project lifecycle reports. Facilitated project close out meetings, reviewed actual costs versus budget, identified shortcomings and windfalls.

Sirina Fire Protection, Project Manager

Managed fire protection and suppression projects from bid coordination to project close out. Conducted client meetings providing scheduling and completion overview to include status updates. Rendered premium services that established strong business partnerships with steamfitters and general contractors. Maintained monthly estimated cost log and reports. Assigned as Project Engineer, when required.

Reliable Fire Protection, Supervisor

Inspected installations and completed administrative functions for various residential and commercial projects. Prepared budgets of up to \$1.2 million, produced schedule of values, processed monthly requisitions, purchased material and hardware, prepared and logged change order requests. Monitored crew performance and quality of work for up to 15 employees. Performed air and hydrostatic testing on systems, installed sprinkler systems and dispatched maintenance crews to emergency calls. Attended job meetings with general contractors and subcontractors that enabled final close out under or at estimated budget. Appointed as Project Engineer, when needed.

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

NO TEXT ON THIS PAGE

(NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Kalliope Vournou

Being duly sworn, deposes and says:

That he resides at _____ Street,
in the City of _____ that he is the President of
the corporation described in and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to the said instrument is such corporate seal and
was affixed by order of the Board of Directors of said corporation; that he signed his name
thereto by like order; and that he has knowledge of the several matters therein stated and they
are in all respects true.

Subscribed and sworn to before me

this 13 day of August, 2019.

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County

Commission Expires September 02, 2019

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Being duly sworn, deposes and says:

That he is a member of _____
the firm described in and which executed the foregoing bid; that he duly subscribed the name
of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all
respects true.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Being duly sworn, deposes and says:

That he is the person described in and who executed the foregoing bid and that the several
matters therein stated are in all respects true.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary

NO TEXT ON THIS PAGE

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: EFA RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

ITEM NO.	TYPE	DESCRIPTION	BID PRICE	
			Dollars	Cents
1	Base Bid (Lump Sum)	LUMP SUM PRICE for furnishing all labor, equipment, materials, supervision and incidentals necessary to complete the work and make ready for operation.	\$ 84,470,000	—
2	Lump Sum	LUMP SUM PRICE for furnishing all labor, materials and equipment required for preparation and updating of a CPM (Critical Path Method) Progress Schedule for the duration of the Project. NOTE: The Lump Sum bid amount shall not be less than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).	\$ 250,000	00
3	Allowance	ALLOWANCE NO. 1: for reimbursement of fees by Utility providers for new Gas, Electric, Telephone and Data connections and ancillary materials and/or equipment.	\$ 200,000	00
4	Allowance	ALLOWANCE NO. 2: for unforeseen conditions not specifically characterized in the Contract Documents, but required to complete the project.	\$ 300,000	00
5	Allowance	ALLOWANCE NO. 3: for additional construction work required for modification of existing storm piping as required for coordination.	\$ 200,000	00
6	Allowance	ALLOWANCE NO. 4: for material and labor for American Flag and Wall Mount Bracket in the Court Room/Hearing Rooms.	\$ 30,000	00
7	Allowance	ALLOWANCE NO. 5: for the Integrity Monitor from the County's pre-approved panel of monitors.	\$ 150,000	00

BID FORM

**FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G**

NAME OF BIDDER: EPA RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

TOTAL BASE BID PRICE AND ALLOWANCES (ITEMS 1 THRU 7)
WRITTEN IN NUMBERS

\$85,600,000 -

TOTAL BASE BID PRICE AND ALLOWANCES (ITEM NO. 1 THRU 7) WRITTEN IN WORDS:

EIGHTY FIVE MILLION SIX HUNDRED THOUSAND DOLLARS
& ZERO CENTS.

NOTE TO BIDDER: Include a separately sealed envelope containing a list of all subcontractors the bidder will use to perform (a) plumbing and gas fitting, (b) heating, ventilating and air conditioning, and (c) electric wiring and standard illuminating fixtures; and the respective agreed-upon amount to be paid to each subcontractor. Write on the outside of the envelope the bidder's name, the contract number, and the words "List of Subcontractors".

ADDENDUM NO. 1 - AUGUST 05, 2019

ADDENDUM NO. 2 - AUGUST 12, 2019

ADDENDUM NO. 3 - AUGUST 21, 2019

EXHIBIT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR
DADE COUNTY, FLORIDA
FILE NO. 93-10000
IN RE: ESTATE OF ROBERTA L. BROWN

FILE NO. 93-10000
IN RE: ESTATE OF ROBERTA L. BROWN
FILE NO. 93-10000
IN RE: ESTATE OF ROBERTA L. BROWN

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

NO TEXT ON THIS PAGE

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

NONE

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

NONE

NO TEXT ON THIS PAGE

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

N/A

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

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

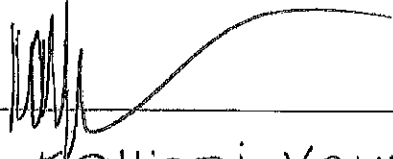
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 8/13/19

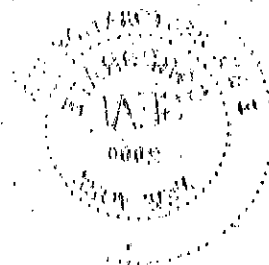
Signed:

Print Name:

Title:


Kalliopi Vournou
President

NO TEXT ON THIS PAGE



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

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

NO TEXT ON THIS PAGE

Business History Form

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

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

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

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

Date: 01/13/2019

1) Proposer's Legal Name: E & A RESTORATION INC.

2) Address of Place of Business: 40 Willis Ave, Syosset, NY 11791

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516 921-7030

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 1974 96982

5) Federal I.D. Number: 11-3579414

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

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

Yes ☐ No ☒ If Yes, please provide details: _____

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

NO TEXT ON THIS PAGE

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

NO TEXT ON THIS PAGE

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

All principals and staff of this corporation are required to recognize and disclose activities that might give rise to potential or actual conflicts of interest. In the event a conflict arises, the party involved is recused from any activity pertaining to the effected project.

NO TEXT ON THIS PAGE

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

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

- i) Date of formation; 11/1/2000
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partners;
Kallip, Vournou - 100% Shareholder - [REDACTED]
- iii) Name, address and position of all officers and directors;
Kallip, Vournou - President - same address as in item ii
- iv) State of incorporation (if applicable);
New York
- v) The number of employees in the firm;
20-27
- vi) Annual revenue of firm;
45 MILLION
- vii) Summary of relevant accomplishments
SEE ATTACHED PROJECTS COMPLETED.
- viii) Copies of all state and local licenses and permits.
see attached HI license

- B. Indicate number of years in business.

+ 19 years

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

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____ SEE ATTACHED REFERENCES

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

NO TEXT ON THIS PAGE



E&A RESTORATION INC.

Client References

Claude O'Neil, NYC DDC Project Executive,
30-30 Thomson Avenue, Long Island City, NY 11101
oneilcl@ddc.nyc.gov
718-391-1606

Alexander Brafman, NYC DDC,
30-30 Thomson Avenue, Long Island City, NY 11101
BRAFMANA@ddc.nyc.gov
718-391-1122

Arthur Johnson, Architect P.C Spector Group
220 Crossways Park Dr W, Woodbury, NY 11797
(516) 365-4240

Paul Mandel, VP Design of Construction, Rudin Management,
345 Park Avenue, NY, NY 101541
212-407-2504

THE COUNTY OF NASSAU
OFFICE OF CONSUMER AFFAIRS
240 OLD COUNTRY ROAD, MINEOLA N.Y. 11501
Telephone 571-5871

The issuance and retention of this license is contingent upon the licensee's compliance with the laws of the State of New York and the County of Nassau, the rules and regulations of the Office of Consumer Affairs, and the rules and regulations of all other New York State and Nassau County agencies, now in effect or which may hereafter be enacted.

LICENSE FOR
HOME IMPROVEMENT CONTRACTORS

LICENSE NO. HI867980000
DATE OF ISSUE 02/01/2019
EXPIRATION DATE 01/31/2021

ESA CONSTRUCTION OF-ESA
RESTORATION
40 WILLIAM STREET
SYOSSET NY 11791



Angelo A. Neri
COMMISSIONER

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
DOES NOT CONSTITUTE A PLUMBING OR ELECTRICAL LICENSE

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

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


NO TEXT ON THIS PAGE

CERTIFICATION

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

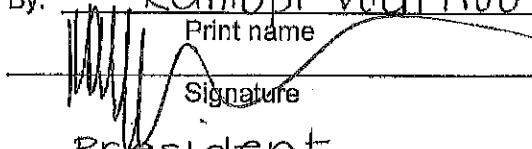
I, Kalliopi Vournou, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief;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

Sworn to before me this 13 day of August 2019


Notary Public

JENNY SAKALIS
Notary Public, State of New York
No. 015A6098042
Qualified in Nassau County
Commission Expires September 02, 2019

Name of submitting business: E & A RESTORATION INC.

By: Kalliopi Vournou
Print name

Signature
President
Title

08/13/2019
Date

NO TEXT ON THIS PAGE



COUNTY OF NASSAU

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

1. Name of the Entity: E & A RESTORATION INC.

Address: 40 WILLIS AVE

City, State and Zip Code: SYOSSET, NY 11791

2. Entity's Vendor Identification Number: 11-3579414

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

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

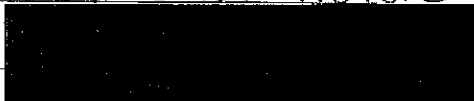
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets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

Kalliopi Vournou - PRESIDENT / OFFICER



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

Kalliopi Vournou - 100% shareholder



NO TEXT ON THIS PAGE

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

NONE

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

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

NONE

NO TEXT ON THIS PAGE

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

NONE

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

NONE

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

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

Dated: 8/13/2019

Signed: 

Print Name: Kalliopi Vournou

Title: President

NO TEXT ON THIS PAGE

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.

NO TEXT ON THIS PAGE

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.610, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Kalliope Vournou, President
Name and Title of Authorized Representative

08/13/2019
m/d/yy

[Signature]
Signature

8/13/19
Date

E&A RESTORATION INC.
Name of Organization

40 Willis Ave, Syosset, NY 11791
Address of Organization

NO TEXT ON THIS PAGE

Instructions for Certification

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

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

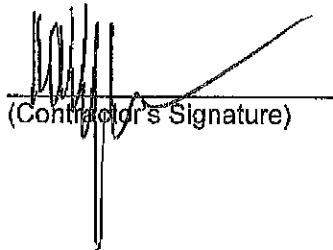
(1) have business operations in Northern Ireland,

Yes ___ No ☒

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___


(Contractor's Signature)

E&A RESTORATION INC.
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

☒ a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

☐ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

8/13/19

Kalliopi Vournou, President
Print Name and Position

E&A RESTORATION INC.
40 WILLIS AVE.
SYOSSET, NY 11791

NO TEXT ON THIS PAGE

PROPOSAL

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group.

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

[illegible]

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

E&A RESTORATION INC.
40 WILLIS AVE.
SYOSSET, NY 11791

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: 11-3579414

Firm or Corporation's Municipal License ID Number: H18 G 7980000

By: [Signature] Date: 8/13/19 Municipal Licensing Agency: Nassau County Office of Consumer Affairs
(Print): Kalliopi Vourneou Title: President

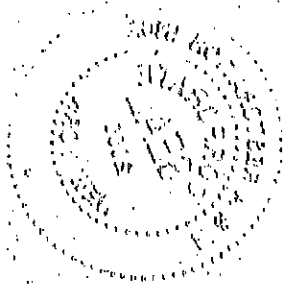
WHERE BIDDER IS A CORPORATION, ADD

ATTEST:

[Signature]
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE



PROPOSAL

GENERAL CONSTRUCTION

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

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)

) ss.: _____

COUNTY OF NASSAU)

N/A

~~KE~~ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me

This _____ day of _____ 20_____.

Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)

) ss.: _____

COUNTY OF NASSAU)

N/A

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me

This _____ day of _____ 20_____.

Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

Kalliopi Vournou Being duly sworn, deposes and says: That
he resides at [REDACTED] that he is the President
of the corporation described in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was
affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and
that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
This 13 day of AUGUST 20 19.

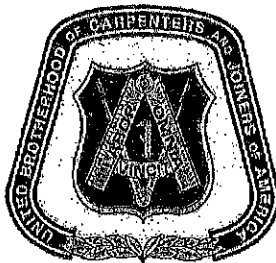
Jenny Sakalis
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County
Commission Expires September 02, 2019

[Signature]
Notary Public

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Thomas J. Flynn
Executive Secretary-Treasurer

www.nercc.org



David F. Haines
Western NY Regional Manager

William Banfield
Eastern NY Regional Manager

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

NERCC - NY

June 11, 2019

RE: **E&A Restoration Inc. Syosset, NY** – Notice of Apprenticeship Program

To Whom It May Concern,

E&A Restoration Inc. Syosset, NY – Notice of Apprenticeship Program a signatory contractor with the New England Regional Council of Carpenters; as such **E&A Restoration Inc. Syosset, NY** are members of the New England Regional Council of Carpenters Apprenticeship Program. The New England Regional Council of Carpenters is registered with New York State. The program is a 5-year program that graduates apprentices each year and provides journeymen upgrade courses. For more information on graduates please call me.

The Collective Bargaining Agreement between the New England Regional Council of Carpenters and **E&A Restoration Inc. Syosset, NY** is in effect until April 30, 2022. If you have any questions, please give me a call.

Sincerely,

Anthony Villa

Anthony Villa
Council Representative
avilla@nercc.org
631-952-0808 ext. 8000

- ☐ 750 Dorchester Ave., Boston, MA 02125-1132/617-268-3400, Fax 617-268-0442
- ☐ 23 Market Str., Binghamton, NY 13905/607-739-1028, Fax 607-739-1042
- ☐ 10 Corporate Park Dr., Suite A, Hopewell Junction, NY 12533/845-440-1024, Fax 845-202-7397

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: EPA RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

ITEM NO.	TYPE	DESCRIPTION	BID PRICE	
			Dollars	Cents
1	Base Bid (Lump Sum)	LUMP SUM PRICE for furnishing all labor, equipment, materials, supervision and incidentals necessary to complete the work and make ready for operation.	\$ 84,470,000	—
2	Lump Sum	LUMP SUM PRICE for furnishing all labor, materials and equipment required for preparation and updating of a CPM (Critical Path Method) Progress Schedule for the duration of the Project. NOTE: The Lump Sum bid amount shall not be less than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).	\$ 250,000	00
3	Allowance	ALLOWANCE NO. 1: for reimbursement of fees by Utility providers for new Gas, Electric, Telephone and Data connections and ancillary materials and/or equipment.	\$ 200,000	00
4	Allowance	ALLOWANCE NO. 2: for unforeseen conditions not specifically characterized in the Contract Documents, but required to complete the project.	\$ 300,000	00
5	Allowance	ALLOWANCE NO. 3: for additional construction work required for modification of existing storm piping as required for coordination.	\$ 200,000	00
6	Allowance	ALLOWANCE NO. 4: for material and labor for American Flag and Wall Mount Bracket in the Court Room/Hearing Rooms.	\$ 30,000	00
7	Allowance	ALLOWANCE NO. 5: for the Integrity Monitor from the County's pre-approved panel of monitors.	\$ 150,000	00

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: EPA RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

TOTAL BASE BID PRICE AND ALLOWANCES (ITEMS 1 THRU 7)
WRITTEN IN NUMBERS

\$85,600,000 -

TOTAL BASE BID PRICE AND ALLOWANCES (ITEM NO. 1 THRU 7) WRITTEN IN WORDS:

EIGHTY FIVE MILLION SIX HUNDRED THOUSAND DOLLARS
& ZERO CENTS.

NOTE TO BIDDER: Include a separately sealed envelope containing a list of all subcontractors the bidder will use to perform (a) plumbing and gas fitting, (b) heating, ventilating and air conditioning, and (c) electric wiring and standard illuminating fixtures; and the respective agreed-upon amount to be paid to each subcontractor. Write on the outside of the envelope the bidder's name, the contract number, and the words "List of Subcontractors".

ADDENDUM NO. 1 - AUGUST 05, 2019

ADDENDUM NO. 2 - AUGUST 12, 2019

ADDENDUM NO. 3 - AUGUST 21, 2019

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kallippi Vournou, President 08/13/2019
Name and Title of Authorized Representative mdyyy

[Signature] 8/13/19
Signature Date

E&A RESTORATION INC.
Name of Organization

40 Willis Ave, Syosset, NY 11791
Address of Organization

Instructions for Certification

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

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name?

19

2. How many years experience in the construction work of a similar type as this contract has your firm had;

a. as a Prime Contractor 19

b. as a Subcontractor 19

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

see attached

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

see attached

(use additional blank sheets if additional space is necessary)

5. Have you:

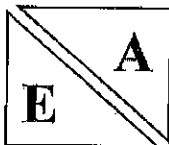
a. ever failed to complete any work awarded to You? No

If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

b. ever been defaulted on a contract? No

If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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Projects In Progress*

E&A RESTORATION INC.

Nassau County Police Training & Intelligence Center

Location: Perimeter Road, Garden City, NY	Contract No. B50688-02g
Owner: Nassau County Dept of Public Works	
Contract Amount: \$42,973,000	% Completed: 12%
Contract Award: 8/1/18	Est. Completion: 2/10/21

253 Broadway Landmark's Space Renovation

Location: New York, NY	Contract No. 20161423374
Owner: NYC Department of Design & Construction	
Contract Amount: \$25,580,083	% Completed: 44%
Contract Award: 3/30/16	Est. Completion: 9/16/2019

Nassau County Building Construction Requirements, General Construction

Location: Nassau County, NY	Contract No. B9040003GR
Owner: Nassau County Dept. Of Public Works	
Contract Amount: \$5,000,000	% Completed: 3%
Contract Award: 11/17/17	Est. Completion: 11/17/19

Nassau Community College, On Call General Contractor

Location: Garden City, NY	Contract No. CY98-051314-18
Owner: Nassau Community College	
Contract Amount: \$5,000,000	% Completed: 14%
Contract Award: 7/14/14	Est. Completion: 7/13/20

Job Order Contract for Emergency Response Services

Location: Manhattan/Bronx	Contract No. B2326
Owner: New York City Department of Education	
Contract Amount: \$1,074,875.00	% Completed: 40%
Contract Award: 4/15/14	Est. Completion: 4/15/20

E&A RESTORATION INC.

Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility

Location: Bronx, NY

Contract No. JJFACREN

Owner: NYC Department of Design & Construction

Construction Cost: \$55,000,000

Contract Award: 2/2/18

Est. Completion: 10/31/19

211 E. 70th Street

Location: Manhattan, NY

Contract No. 321702+321601

Owner: Rudin Management

Construction Cost: \$70,000,000.00

Contract Award: 11/04/16

Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility

Location: Yaphank, NY

Contract No. N/A

Owner: Suffolk County Department of Public Works

Construction Cost: \$12,720,970.00

Contract Award: 1/20/15

Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab

Location: Westbury, NY

Contract No. B90230P03G

Owner: Nassau County Dept. Of Public Works

Construction Cost: \$24,320,608.54

Contract Award: 12/16/13

Completed: 10/1/2018

Nassau Community College, Student Services Center

Location: Garden City, NY

Contract No. B7008901G

Owner: Nassau Community College

Construction Cost: \$11,712,215.22

Contract Award: 11/3/14

Completed: 9/1/17

Nassau Community College, On Call General Contractor

Location: Garden City, NY

Contract No. CY98-

113010-0946

Owner: Nassau Community College

Construction Cost: \$5,154,221.07

Contract Award: 2/17/11

Completed: 3/31/16

Building Construction Requirements Contract, General Contractor

Location: Various Locations, Nassau County, NY

Contract No. B9040002G

Owner: County of Nassau

Construction Cost: \$10,000,000.00

Contract Award: 8/1/12

Completed: 12/31/16

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791

(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Nassau Community College, On Call General Contractor

Location: Garden City, NY
113010-0946

Contract No. CY98-

Owner: Nassau Community College

Construction Cost: \$5,000,000.00

Contract Award: 2/17/11

Completed: 3/31/16

Building Construction Requirements Contract, General Contractor

Location: Various Locations, Nassau County, NY

Contract No. B9040002G

Owner: County of Nassau

Construction Cost: \$10,000,000.00

Contract Award: 8/1/12

Completed: 12/31/16

Jericho Public Library Emergency Repairs, Interior

Jericho, NY

Contract No. G

Owner: Jericho Public Library

Architect: H2M Architects & Engineers

Construction Cost: \$33,577.92

Contract Award: 8/18/16

Completed: 11/30/16

Jericho Public Library Emergency Repairs, Exterior

Jericho, NY

Contract No. G

Owner: Jericho Public Library

Architect: H2M Architects & Engineers

Construction Cost: \$34,900.00

Contract Award: 8/18/16

Completed: 11/30/16

Hempstead House Lintel Replacement & Window Rehabilitaiton

Sands Point, NY

Contract No. B9E100016G

Owner: County of Nassau

Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010

Construction Cost: \$1,307,787.89

Contract Award: 11/25/13

Completed: 11/30/15

Village of Babylon ADA Upgrades

Babylon, NY

Contract No. 1

Owner: Village of Babylon (631) 669-1500

Architect: Savik and Murray LLP (631) 467-7775

Construction Cost: \$48,000.00

Contract Award: 9/12/12

Completed: 6/1/2015

Indiana Avenue Firehouse Replacement of Carport Ceiling

Long Beach, NY

Contract No. N/A

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Owner: City of Long Beach Dept. of Public Works
Architect: Frank G. Relf Architect, PC (631) 271-4432
Construction Cost: \$97,500.00
Contract Award: 11/6/14

Completed: 5/8/15

Rehabilitation of Sagamore Hill, National Historic Site

Oyster Bay, NY
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: \$8,554,579.39
Contract Award: 8/29/12

Contract No. SAHI-077375

Completed: 7/31/14

Riverhead Building Renovation, Suffolk Community College

Ammerman Campus, Selden, NY
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: \$12,750,000.00
Contract Award: 3/21/13

Contract No. CP2149, 2138, 2127

Completed: 12/31/14

Alterations to Criminal Court Building

Riverhead, NY
Architect: David Swift Architects (631) 351-5700
Construction Cost: \$1,808,419.00
Contract Award: 8/26/13

Capital Project No. 1124

Completed: 12/1/14

Plaza Deck Restoration, Phase II, Nassau Community College

Garden City, NY
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: \$3,136,380.10
Contract Award: 6/13/11

Contract No. B7006501G

Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion

Saint James, NY
Owner: Suffolk County Dept. of Public Works
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: \$405,327.00
Contract Award: 11/29/12

Capital Project No. 7510/7184

(631) 852.4391
Completed: 6/2014

Locker Room Rehabilitation, Long Beach Recreation Center

Long Beach, NY
Owner: City of Long Beach (516) 431-1011
40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

Contract No. 00082907-00

ever been declared a non-responsible bidder by any municipality or public agency?

No

If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

- d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

- a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

- b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

- c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No

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

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

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

NONE

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

NONE

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

N/A

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
----------------------	----------------------------------	--	----------------------------------	------------------------

see attached

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
------	---	---------------------	---------------------

see attached

(use additional blank sheets if additional space is necessary)

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

AGREED *kw*

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

NONE MORTGAGED AT THIS TIME

(use additional blank sheets if additional space is necessary)

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E&A RESTORATION INC.

CONSTRUCTION PERSONNEL

KALLIOPI VOURNOU, President

Decades of experience in the construction industry. Duties include financial decisions, cost management, banking, creating and implementing company policies

ANTONIOS VOURNOU, Operations Manager

Supervises field operations and manpower on all ongoing projects. In charge of company's Estimating Department and actively involved in reviewing bid documents, doing take-offs and subcontractor/vendor buyouts. In charge of the review and negotiation of Prime and Subcontract Agreements. Expertise in coordination of multi trade projects from take-off to completion. Experience in all interior and exterior types and phases of construction Oversees and coordinates with all departments of company including project management, accounting and scheduling. BS in Architectural Technology.

JENNY SAKALIS, Office Manager / Human Resources

Over 15 years of experience in the commercial/public work sector. Works with project team to prepare and execute projects from award to completion. Office Management. Human Resources. Responsible for hiring and firing of employees. Company bookkeeping including accounts payable, accounts receivable, billing and job cost. Manages, generates and signs payroll checks and certified payrolls. Negotiating bonding and insurance for company. Involved in projects from pre bid phase through the bidding process and from award to completion. MS in Childhood Education. BA in Psychology and Biology.

GIOVANNI OLIVERI, Certified LEED Professional / Estimator

Prepare and submit LEED documentation, prepare estimates and take offs under the supervision of the chief estimator, assist with entire bidding process, transmit & discuss drawings and specifications with various subcontractors. BS in Construction Management, Engineering and Technology. LEED Green Associate Certification.

DINO ROSSI, Project Manager

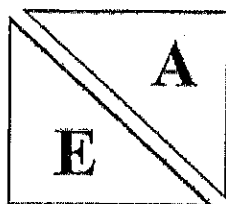
Mr. Rossi is a construction professional with over 36 years of experience in project management, construction supervision, and construction safety. His extensive experience managing projects under out employ and prior to his work with E&A Restoration makes him the ideal Project Manager. Mr. Rossi is a strong, dynamic manager with extensive New York City and New York State Agency background, and a proven track record managing his projects. New York City Certified Site Safety Manager. BS in Civil Engineering

ANGIE NUNEZ, Assistant Project Manager

30 years of construction administration experience. Serves as assistant to Project Managers and Superintendents for multiple projects. Prepares payment applications, submittals, reports, project correspondence, proposals, closeout documents, subcontracts and purchase orders, manages insurance certificates for subcontractors and maintains all project documentation.

KENNETH J. EADS JR., Superintendent

20 years of construction experience. Supervises and coordinates subcontractors, labor, material and equipment. Works hands-on in the field. Certified Carpenter Foreman.



E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791

516-921-7030 (T) • 516-921-0259 (F)

EQUIPMENT LIST

The following Equipment is located at:

E & A Restoration Inc.

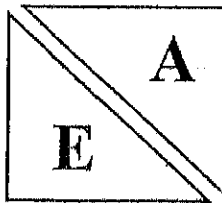
40 Willis Avenue

Syosset, NY 11791

Vans, dumptrucks, pickup trucks scaffolding, bob cat
gas saws, generators, welding machines, compactor, chip guns, grinders
concrete chute, lighting, kettles, trailers, kickers and vibrator.

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791

(516) 921-7030 * FAX: (516) 921-0259



E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

Insurance Information

General Liability:

Travelers Indemnity Co. of America	2,000,000 / 4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	DT-CO-7G593699-IND-19

Workers Compensation:

The Phoenix Insurance Company	Statutory
Policy Duration:	04/01/19 - 04/01/20
Policy Number:	UB-3K167263-19-26-G

Umbrella:

Travelers Indemnity Co. of America	5,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	CUP-3J368908-19-26

Philadelphia Indemnity Insurance Co.	4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	PHUB665330

Automobile Liability:

Travelers Indemnity Co. of America	1,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	BA-7G775089-19-CNS

Disability:

Shelter Point Life Insurance Company.	Statutory
Policy Duration:	01/01/19 - 12/31/19
Policy Number:	D224598

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

STUDIED CONTRACT DOCUMENTS AND ATTENDED WALKTHROUGHS

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

WE PLAN TO HIRE A PROFESSIONAL SURVEYING COMPANY TO LAY OUT ALL THE
PROPOSED WORK THAT IS PROPOSED TO BE BUILT PER THE CONTRACT
DOCUMENTS PLANS & SPECIFICATIONS.

ALL ONGOING WORK WILL BE DONE WITH OSHA STANDARDS/GUIDELINES.

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

MICHAEL CELENTANO → PROJECT MANAGER

JAMES W. SORGE → SENIOR SUPERINTENDENT/PM

KEN EADS → SENIOR SUPERINTENDENT FOR ARCHITECTURAL

SEAN JOINER → SENIOR SUPERINTENDENT FOR MEP'S TRADES

RESUMES
ATTACHED.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

see attached

that has now been barred from visiting if you state earlier that they are not on a public agency, the contract is no longer a violation of the law.

~52~



Michael Celentano
Project Manager

E&A RESTORATION INC.

Education

New York University, Master's Degree, Structural Engineering

Dowling College, Master's Degree, Business Management

Lafayette College, Bachelor of Science, Civil Engineering

Lafayette College, Bachelor of Arts, Corporate Finance

Licenses/Registrations

4-hour Mast Climber User

4-hour Pipe Scaffold User

OSHA 30-hour

7 Hour Site Safety Manager

2012- IBC Structural Steel &

Bolting Certification

2012 - IBC Welding

Certification

ACI Technician Grade 1

Years With This Firm: 3

Years With Other Firms: 6

Professional Profile

Michael is a professional with experience in project management, construction supervision and construction safety. He has a strong capability for effective management of projects and document control.

Experience

E&A Restoration Inc., Project Manager

Rudin Management – Façade Over-Cladding 211 East 70th Street

Rudin Management – Base of Buildings and Gardens 211 East 70th Street

Responsible for the management of a \$70,000,000.00 renovation project which includes both work on the façade and base of building garden rehabilitation. Responsibilities included providing financial spreadsheets for projected and forecasted Owner costs, overall budgets and forecasts to completion, issuing field corrective actions for conflicts found with existing conditions in coordination with the Architect and Engineer of Record, up to date in field schedules and projections, contract negotiations, buyout and contract management for subcontractors, negotiation of extra work tasks, constructability reviews of Architect's Issued drawings prior to bidding, coordinating daily activities, review and approval of contractor's progress payments.

Nassau County Public Safety Center Forensic Laboratory, Office Engineer

Management of the construction of the facility that serves as the Nassau County Crime Investigation Unit. The project included offices, laboratories, an automotive unit and firing range including all the MEP supporting these spaces. Responsibilities included tracking and logging of all the contract documents including submittals, shop drawings and correspondence in Prolog Project Management System, working with the general contractor in coordination of day to day activities with the building tenants, coordination of the construction schedule so that the facility operations were not affected, performing inspection services and coordinating and arranging Nassau County testing and special inspections.

Middle Neck Road Drainage Improvements, Office Engineer & Construction Inspector

Responsible for all of the record keeping and contractor progress payments for this time sensitive, complex project. Managed test pits and noted the locations of underground utilities to prevent conflict during the excavation and construction process. Provided inspection services for 8" and 12" water main relocations including a Hydro-stop (wet-tap) installation of full body mechanical joint fittings, new water main valves and boxes and a sprinkler service connection. Also provided inspection services for all concrete and soil compaction.

Other Projects Include:

Landmarks Preservation Commission, Renovation to 253 Broadway

234 East 70th Street, 09-2040, NY, NY

4075 RT-9 North, NJ

62 Avenue B, 11-2442, NY, NY

JFK AP, LLC Brooklyn, NY

355 East 19th St. NY, NY

448 W. 167th St. NY, NY

197-199 Mott Street, NY, NY

Marriott-Renaissance Hotel, Cincinnati, Ohio



James W. Sorge
P.E./General Superintendent

E&A RESTORATION INC.

Education

Manhattan College, Civil Engineering

Licenses/Registrations

Professional Engineer-State of New York

Licensed Superintendent- NYC Dept. of Buildings

Years With This Firm: 1

Years with Other Firms: 33

Professional Profile

James is a New York State Professional Engineer and licensed superintendent with over 33 years of experience in construction project management, supervision, and safety. James has a strong background in building and heavy construction, site work and construction logistics. His project experience includes many notable structures throughout the New York Metropolitan Area and Long Island. He is an exceptional leader with strong leadership skills, an incomparable coaching trait which make him asset to any setting.

Experience

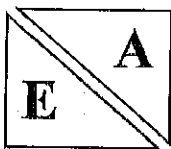
E&A Restoration Inc., General Superintendent

Supervision of all construction activities.

Direction and coordination of subcontractors and field crews.

Petracca and Sons Inc., Vice President/General Superintendent

Supervised/Managed the pricing, scheduling, and construction of the following structures: P.S. 335, P.S. 798, 800 Bed Addition Rikers RMSC, P.S. 253, P.S. 234, P.S. 69, P.2. 340, Richmond Hill Yard & Shop Improvements, Morse Diesel International, New Queens Civil Courthouse, Reconstruction on the LIE at Sagtikos Parkway, Construction of a Communicable Disease Unit (Phase II & Phase I Rikers Island), Sprung Structures (Rikers Island), LIE vehicular and pedestrian bridges



Ken Eads
Project Superintendent

E&A RESTORATION INC.

Education

*Long Island University/CW
Post, Numerous Continuing
Education Classes*

*Empire State Carpenters Local
7 Trade School*

*Licenses/Registrations
4-hour Mast Climber User
4-hour Pipe Scaffold User
OSHA 30-hour*

*Years With This Firm: 13
Years with Other Firms: 15*

Professional Profile

Ken has over 30 years of construction experience. He has worked as a carpenter since high school and within 5 years was running complex projects as a foreman. Ken started coordinating other trades while acting as a carpenter foreman and was eventually elevated to a project superintendent. He has a strong fundamental knowledge and construction insight and has saved numerous hours of work on several projects, coordinating all the trades to minimize "hits" amongst the trades. His determination and relentless pursuit of excellence has paved the way to the repeated success of completing projects ahead of schedule.

Experience

E&A Restoration Inc., Project Superintendent

Since coming to work for E&A Restoration in 2004, Ken has handled an increased amount of responsibility on the projects assigned to him. He has displayed an ease at handling projects with little interference from the management team and/or the design team. He is a loyal, energetic, and conscientious individual; always putting the needs of the project first. Ken was the Site Superintendent for the Rehabilitation of Sagamore Hill, home of President Theodore Roosevelt and was instrumental in its success.

Projects include:

- Rudin Management – Façade Over-Cladding 211 East 70th Street
- Rehabilitation of Sagamore Hill National Historic Site
- Nassau County Public Safety Center Phase II & III
- MTA LI Bus Paratransit Facility Modifications
- Nunley's Carousel Building

Ken was also the Project Superintendent on numerous school, firehouse, office building, libraries and mall projects

Godsell Construction Corporation, Carpenter Foreman

During his employ Ken worked on numerous public works projects, but mainly concentrated on public school work in Nassau and Suffolk Counties. While assigned to work at William Paca Middle School, Ken distinguished himself as someone who could manage multiple tasks of enormous responsibility with very little supervision. Immediately after finishing this project, where E&A Restoration was the CM, he was hired to work with E&A. During his tenure at Godsell, Ken completed work on several schools which were all completed on time. He also ran all the complex carpentry work, millwork fabrication/installation and wood floor installation at the Cold Spring Harbor Library.

Aurora Contractors/Expressway Acoustics, Carpenter Foreman

While employed here, Ken worked mainly as the lead Carpenter Foreman in a setting where there was several other carpenter foremen, working under his supervision. Here he completed school projects where the case work was in excess of \$3M. He displayed an acute understanding of coordinating skilled carpenters as they related to tasks within the trade. During his time of employ he completed projects in excess of \$5M on libraries, hospitals, firehouses, and police stations. Additionally he was instrumental in the successful build outs of several strip malls in Nassau and Suffolk Counties.



E&A RESTORATION INC.

Sean Joiner
Senior Superintendent

Military

*United States Army
1987-1996*

Licenses/Registrations

OSHA 10-hour

Professional Profile

Senior Superintendent with extensive expertise in the mechanical, electrical and plumbing (MEP) industry. Heavy experience overseeing large scale projects from permits to project completion in commercial, residential, industrial and retail facilities. Demonstrates ability to build and maintain solid client relationships, engage and motivate project crew and resolve issues efficiently and expeditiously. Possesses extensive knowledge in the general contracting field focusing on environmental and regulatory compliance to OSHA and city ordinance. Proficient in Auto CAD and Building Information Modeling (B.I.M.).

Experience

E&A Restoration, Inc., Senior Superintendent

Senior Superintendent for the Horizon Juvenile Detention Facility Project for the New York City Department of Design & Construction.

LP Ciminelli Construction Management, Senior Superintendent

Directed the daily operations and coordination of mechanical and electrical trades. Served as the intermediary for client and multiple state agencies including but not limited to Metropolitan Transportation Authority (MTA), Staten Island Railway (SIRTOA), New York City Department of Transportation and New York City Police Department. Engaged in the procurement process, collaborated with clients, designers and architects throughout the design to development stages. Facilitated weekly coordination meetings with subcontractors and B.I.M design teams. Notable projects include a \$450 million outlet mall and high end restaurants within a twelve-story 5 Star luxury hotel.

GFI Development Company, MEP Superintendent

Presided over all MEP trades for a 500,000 square feet landmark, built in 1883 that was restored into a 5 Star Thompson Hotel. The hotel included high end restaurants for celebrity chefs, as well as an exclusive lounge and nightclub.

Turner Construction, MEP Superintendent

Scheduled all trades preparations and parameters at multiple construction sites. Monitored overall project progress, verified trades were insured, permitted and bonded. Conformed with milestones and coordinated final test inspections with subcontractors and /or building owners. Achieved total MEP upgrades to existing systems that included IT infrastructure such as power, HVAC and fire protection and demolition to white box status along with restrooms. Notable projects include \$100 million Superstorm Sandy Rehabilitation Project and \$100 million worth of various commercial, retail and residential projects.

PAR Fire Protection, Project Manager / General Superintendent

Interfaced with general contractors on multiple projects performed within budget and projected timelines. Sought new clients, initiated and conducted project kick-off meetings with general contractors and owners. Coordinated and/or conducted pump tests, inspections, and start-ups (fire/special service/booster). Monitored project progress and

distributed cost codes and breakdown information to accounting department. Secured bonds, insurance, certifications, and other administrative and compliance related documents such as permits and project lifecycle reports. Facilitated project close out meetings, reviewed actual costs versus budget, identified shortcomings and windfalls.

Sirina Fire Protection, Project Manager

Managed fire protection and suppression projects from bid coordination to project close out. Conducted client meetings providing scheduling and completion overview to include status updates. Rendered premium services that established strong business partnerships with steamfitters and general contractors. Maintained monthly estimated cost log and reports. Assigned as Project Engineer, when required.

Reliable Fire Protection, Supervisor

Inspected installations and completed administrative functions for various residential and commercial projects. Prepared budgets of up to \$1.2 million, produced schedule of values, processed monthly requisitions, purchased material and hardware, prepared and logged change order requests. Monitored crew performance and quality of work for up to 15 employees. Performed air and hydrostatic testing on systems, installed sprinkler systems and dispatched maintenance crews to emergency calls. Attended job meetings with general contractors and subcontractors that enabled final close out under or at estimated budget. Appointed as Project Engineer, when needed.

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

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Kalliope Vournou

Being duly sworn, deposes and says:

That he resides at 7 Meadowbrook Rd Street,
in the City of Syosset, N.Y. that he is the President of
the corporation described in and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to the said instrument is such corporate seal and
was affixed by order of the Board of Directors of said corporation; that he signed his name
thereto by like order; and that he has knowledge of the several matters therein stated and they
are in all respects true.

Subscribed and sworn to before me

this 13 day of August, 2019.

JENNY SAKALIS

Notary Public, State of New York

No. 01SA6098042

Qualified in Nassau County

Commission Expires September 02, 2019

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Being duly sworn, deposes and says:

That he is a member of _____
the firm described in and which executed the foregoing bid; that he duly subscribed the name
of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all
respects true.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK }

COUNTY OF NASSAU }

ss.:

Being duly sworn, deposes and says:

That he is the person described in and who executed the foregoing bid and that the several
matters therein stated are in all respects true.

Subscribed and sworn to before me

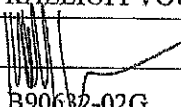
this _____ day of _____, 20_____.

Notary

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	E&A RESTORATION INC.
Address (street/city/state/zip code):	40 WILLIS AVENUE, SYOSSET, NY 11791
Authorized Representative (name/title):	KALLIOPI VOURNOU, PRESIDENT
Authorized Signature:	
Contract Number:	B90632-02G
Contract/Project Name:	NASSAU COUNTY FAMILY & MATRIMONIAL COURT PHASE II
Contract/Project Description: The Work includes site, civil, and landscape, 255,000 SF interior fit-out including mechanical, electrical, plumbing, fire protection, audio visual, telecommunications, security, systems, re-roofing for new downage, rooftop mechanical equipment, cladding, railings, waterproofing at 2nd floor entry bridge, demolition of existing auditorium including exterior glazed assemblies, and all other work indicated in the drawings and schedules.	

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$85,600,000.00		
Total MBE Dollar Amount	\$218,600.00	MBE Contract Percentage	0.26%
Total WBE Dollar Amount	\$11,660,000.00	WBE Contract Percentage	14%
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	14.26%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Signarts and Display Address: 311 W. John Street City: Hicksville State/Zip Code: NY 11801 Authorized Representative: Reyaz A. Khalfan Telephone No. 516-470-1887	Signage	Amount (\$): 218,600.00 Award Date: Pending Award from Nassau County	Start Date: Completion Date:
Name: Address: City: To be determined. E&A is still soliciting additional M/WBE Subcontractors State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: UNIVERSAL HEATING & AIR CONDITIONING Address: 43 JERICO TURNPIKE City: MINEOLA State/Zip Code: NY 11501 Authorized Representative: Noel Gracin Telephone No. 516-504-1120	HVAC	Amount (\$): \$11,600,000.00 Award Date: Pending Award from Nassau County	Start Date: Completion Date:
Name: Address: To be determined. E&A is still soliciting additional M/WBE Subcontractors City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:



E-205-19

NIFS ID:CQHE19000002 **Department:** Health

Capital:

SERVICE: Municipal Representatives

Contract ID #:CQHE19000002 NIFS Entry Date: 27-AUG-19 Term: from 01-NOV-19 to 31-OCT-24

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:	
5) Insurance Required	Y

Vendor Info:	
Name: VMC Group	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED] [REDACTED]	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Dan Naftol	
Address: 200 County Seat Dr Mineola, NY 11501	
Phone: 516-227-8598	

2019 NOV 16 P 3:40
RECEIVED
NASSAU COUNTY
CLERK OF THE SUPERIOR COURT

Routing Slip

Department	NIFS Entry: X	12-SEP-19 -- DJENKINS
Department	NIFS Approval: X	13-SEP-19 -- MLAURAIN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-SEP-19 -- CNOLAN
OMB	NIFS Approval: X	16-SEP-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	13-SEP-19 -- AAMATO
County Atty.	Approval to Form: X	16-SEP-19 -- DGRIPPO
CPO	Approval: X	02-OCT-19 -- KOHAGENCE

DCEC	Approval: X	02-OCT-19 -- JCHIARA
Dep. CE	Approval: X	03-OCT-19 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	06-NOV-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Need for an agency to provide Municipal Representatives to represent children three to five years old at Committee on Pre-School Special Education (CPSE) meetings, to review requests and evaluations of children who are suspected of having a disability. The committee along with the child's parents then select the appropriate services from approved service providers if warranted.</p>
<p>Method of Procurement: NCDOH reissued the Municipal Representatives RFP on January 11, 2019. It was sent to 227 vendors and 294 Preschool agencies, School Districts and Early Intervention agencies. Two proposals were received by the February 15, 2019 deadline. A selection committee, comprised of four Dept of Health employees from various disciplines, reviewed the proposals. VMC received the highest score from the committee, based on the previously defined selection criteria.</p>
<p>Procurement History: New contract awarded with existing contractor (VMC) for a five year period.</p>
<p>Description of General Provisions: Contractor to assume the administrative function of individually contracting with and providing payment for services of these municipal representatives the Department of Health (DOH) identifies, assigns, and authorizes payment. The DOH maintains responsibility for all program operations. We anticipate the administrative fee to be not greater than 10% of the contract, for a yearly total of \$30,000 and total contract of \$150,000.</p>
<p>Impact on Funding / Price Analysis: The county is prepared to provide a 10% advance on this contract. The advance payment is not to exceed Thirty Thousand Dollars (\$30,000.00) per year. The max amount is \$150,000 for the term 11/1/19-10/31/24.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted) Approved as submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	HEGEN5400PP763	\$ 300,000.00
Control:	54	Contract:				\$ 0.00
Resp:	5400	County	\$ 300,000.00			\$ 0.00
Object:	PP763	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 300,000.00		TOTAL	\$ 300,000.00
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

1. Vendor: VMC Group

2. Dollar amount requiring NIFA approval: \$1500000

Amount to be encumbered: \$300000

This is a New

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

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

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

3. Contract Term: 11/1/19 - 10/31/24

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

N

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Need for an agency to provide Municipal Representatives to represent children three to five years old at Committee on Pre-School Special Education (CPSE) meetings, to review requests and evaluations of children who are suspected of having a disability. The CPSE along with the child's parents then select the appropriate services from approved service providers.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CLHE17000003	31-OCT-19	600,000.00

AUTHORIZATION

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

CNOLAN

23-SEP-19

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau 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. – 2019

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 HEALTH, AND VMC GROUP, INC.

WHEREAS, the County has negotiated a personal services agreement with VMC Group, Inc. for services to the Nassau County Department of Health as a municipal representative at Committee on Pre-School Special Education meetings, 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 VMC Group, 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: VMC Group, Inc.

CONTRACTOR ADDRESS: 9701 Niagara Falls Blvd, Suite 1A, Niagara Falls, NY 14304

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on January 11, 2019 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 15, 2019 _____ [date]. Two _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: four individuals from the Nassau County Dept of Health

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

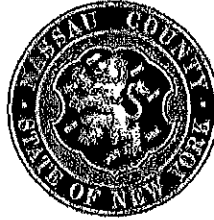

Department Head Signature

August 26, 2019

Date

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

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER OF HEALTH

NASSAU COUNTY DEPARTMENT OF HEALTH

August 27, 2019

Ms. Deneen Jenkins
Fiscal Director
Nassau County Department of Health
200 County Seat Drive
Mineola, New York 11501

Subject: Municipal Representatives, Executive Order No. 1 of 1993

Dear Ms. Jenkins,

Pursuant to Nassau County Executive Order No. 1 of 1993, if a contract has less than the required three bidders, a memorandum is required that explains that the contract was awarded to the lowest cost provider, or why the selected proposer offered the higher quality proposal.

Explanation:

- An RFP for Municipal Representatives was issued by the Nassau County Dept of Health (NCDOH) on October 22, 2018. It was sent to 226 vendors as well as 230 Preschool agencies, School Districts and Early Intervention agencies. Only one proposal was received.
- Subsequently, the NCDOH reissued the Municipal Representatives RFP on January 11, 2019. It was sent to 227 vendors and 294 Preschool agencies, School Districts and Early Intervention agencies. Two proposals were received by the February 15, 2019 deadline.
- A selection committee, comprised of four Dept of Health employees from various disciplines, reviewed the proposals. VMC received the highest score from the committee, based on the previously defined selection criteria.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Naftol".

Daniel Naftol
Accountant

cc: Mary Ellen Laurain
Linda Rennie



200 COUNTY SEAT DRIVE, MINEOLA, NEW YORK 11501
Phone: 516-227-9500 Fax: 516-227-9696





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
Charles J. Ganim [CJG@VMCGROUP.COM]

Dated: 09/11/2019 11:46:00 AM

Vendor: VMC Consultants Inc

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NA

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

NA

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

NA

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

NA

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Electronically signed and certified at the date and time indicated by:
Charles J. Ganim [CJG@VMCGROUP.COM]

Dated: 09/27/2019 02:24:36 PM

Vendor: VMC Consultants Inc.

Title: President

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

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

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: Barbara Ganim
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Business Address: 9701 Niagara Falls BLVD Suite 1A
City: Niagara falls State: NY Zip Code: 14304
Telephone: (716) 285-6000
Other present address(es): _____
City: Naples State: FL Zip Code: 14094
Telephone: [REDACTED]
List of other addresses and telephone numbers attached

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

President	Treasurer	01/06/0068
Chairman of Board	Shareholder	
Chief Exec. Officer	Secretary	
Chief Financial Officer	Partner	
Vice President		
(Other)		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

VMC GROUP INC

Name of submitting business

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

Barbara Ganim [BG@VMCGROUP.COM]

Treasurer

Title

09/27/2019 02:56:07 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Charles C Ganim
Date of birth: 09/05/1963
Home address: [REDACTED]
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]
Business Address: [REDACTED]
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]
Telephone: [REDACTED]
Other present address(es):
City: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/2017</u>		
(Other)			
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

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

CERTIFICATION

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

VMC Group Inc

Name of submitting business

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

Charles C Ganim [CCGANIM@VMCGROUP.COM]

Vice President

Title

11/06/2019 11:53:47 AM

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: Charles Ganim
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Business Address: VMC Group Inc
City: Niagara falls State: NY Zip Code: 14304
Telephone: (716) 285-6000
Other present address(es): NONE
City: Niagara falls State: NY Zip Code: 14304
Telephone: (716) 285-6000
List of other addresses and telephone numbers attached

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

President	06/01/1968	Treasurer	
Chairman of Board		Shareholder	06/01/1968
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.

I Charles J. Ganim am the sole shareholder in the VMC Group 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 ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

VMC Group Inc

Name of submitting business

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

Charles J. Ganim [CJG@VMCGROUP.COM]

President

Title

09/27/2019 02:27:35 PM

Date

Business History Form

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

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

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

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

Date: 09/11/2019

- 1) Proposer's Legal Name: VMC Consultants Inc.
- 2) Address of Place of Business: 9701 Niagara Falls Blvd, Suite 1A
City: Niagara falls State: NY Zip Code: 14304
- 3) Mailing Address (if different): 9701 Niagara Falls Blvd
City: Niagara falls State: NY Zip Code: 14304
Phone: (716) 285-6000
Does the business own or rent its facilities? Own If other, please provide details:
- 4) Dun and Bradstreet number:
- 5) Federal I.D. Number: ██████████
- 6) The proposer is a: Corporation (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, please provide details:
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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

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

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

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

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

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

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

VMC will adopt any appropriate procedure recommended by Nassau County to assure the County that a conflict of interest would not exist in the future. Presently, VMC's practice to secure the County's approval, after full disclosure of any potential, actual, or apparent conflict of interest, if any person VMC intends to employ to perform work on behalf of the County. In this regard, VMC will require any potential employee to identify any such potential conflict of interest and to sign a guarantee as to the truthfulness of such potential employees response.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

03/18/1968

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

[REDACTED]

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

[REDACTED]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

VMC has provided consulting services to more than 300 public jurisdictions, including 20 counties in New York State, and VMC's Financial Policy Adviser has had 28 years of experience as a School Business manager, Assistant Superintendent and Associate Superintendent for 8 school districts. Other significant accomplishments achieved by VMC are: 7 New York State counties current secure consulting services form VMC, 4 New York State Counties that are currently customers of VMC have extending VMC's consulting services for periods of in excess of 10 years

B. Indicate number of years in business.

51

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 Oneida County Department of Health
Contact Person Barbara Pellegrino, Director, Special Children Services
Address 185 Genesee Street, 5th Floor
City Utica State NY
Telephone (315) 798-5223
Fax # (315) 798-6441
E-Mail Address bpellegr@ocgov.net

Company Ulster County Department of Social Services Children with Special Needs
Contact Person Rita Wood, Coordinator, Pre-K and Early intervention
Address 1061 Development Court
City Kingston State NY
Telephone (845) 334-5245
Fax # (845) 334-5227
E-Mail Address rwoo@co.ulster.ny.us

Company VMC Group Inc
Contact Person Daniel Stapleton, Commissioner of Health
Address 9701 Niagara Falls Blvd Ste 1A
City Niagara Falls State NY
Telephone (716) 285-6000
Fax # (716) 439-7402
E-Mail Address research@vmcgroup.com

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

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

CERTIFICATION

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

Name of submitting business: VMC Consultants Inc.

Electronically signed and certified at the date and time indicated by:
Charles Ganim [CJG@VMCGROUP.COM]

President

Title

09/11/2019 12:04:34 PM

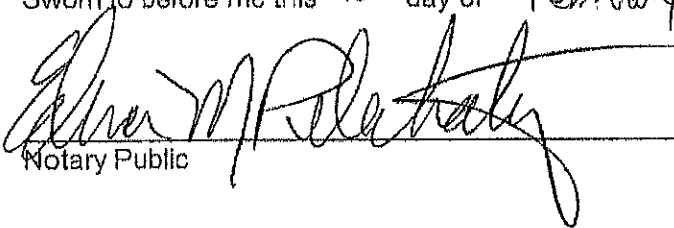
Date

CERTIFICATION

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

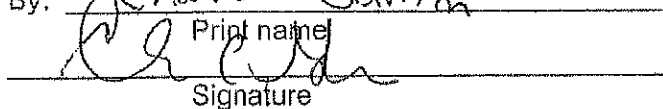
I, Charles Ganini, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that 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 12th day of February 2019


Notary Public

EDNA M. PELECHATY
Notary Public - State of New York
No. 01PE0035741
Qualified in Niagara County
My Commission Expires 1/3/2022

Name of submitting business: VNC Group, INC.

By: Charles Ganini
Print name

Signature

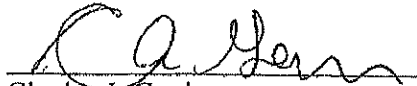
VP - OPERATIONS
Title

2, 12, 19
Date

VMC Proposal #19-005 in response to
Nassau County RFP #HE0111-1902
To Provide Municipal Representation for Nassau County at School District Meetings

1919 ATTESTATION

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. Additionally, assignee shall be obligated to immediately disclose any and all additional or changed facts or circumstances that relate to the foregoing statement.


Charles J. Ganim

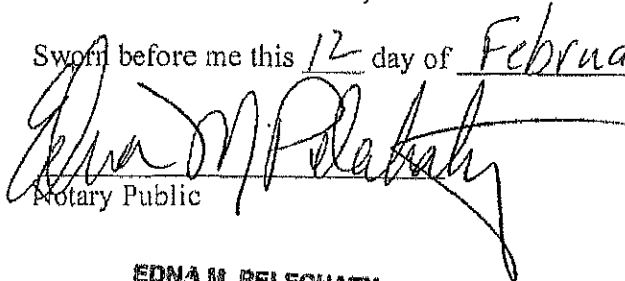
2/12/19
Date

STATE OF NEW YORK)

) ss:

COUNTY OF NIAGARA)

Sworn before me this 12 day of February, 2019


Notary Public

EDNA M. PELECHATY
Notary Public - State of New York
No. 01PE6035741
Qualified in Niagara County
My Commission Expires 1/3/2022

VMC Proposal #19-005 in response to
Nassau County RFP #HE0111-1902
To Provide Municipal Representation for Nassau County at School District Meetings

VMC Project Staff Qualifications, Expertise and Skills

Staff Member	Expertise
Peggy Poole, Project Manager	Paralegal Customer Service Associates Degree in Small Business Management 5 years performing municipal services for 10 municipalities
Dr. Charles J. Ganim, Procedural Policy Advisor	Efficiency: B.S. Industrial Engineering (University of Buffalo) Technology Solutions: M.S. Operation Research Project Management and Communications: Ph.D. Organizational Communications 45 years and 500municipal projects
Copeland Data Systems	Technology and Data Analysis 30 years as IT person,
Barbara Fargo-Ganim, Financial Policy Advisor	Finance and Taxation: B.S. and M.S, Educational Administration 28 years as Business Manager, Assistant Superintendent for Finance, and Associate Superintendent for Finance, Human Resources

VMC Project Experience by Discipline

A. Consolidation, Shared Services, and Efficiency

1. Medina Village Fire (Paid vs. Volunteers)
2. Key West Fire, Police, Public Works
3. Grand Island Town and Grand Island CSD (Fuel Sharing)
4. Cattaraugus County, City of Olean, and Rehab Center (Transportation) Current Client
5. Town of Hamburg—Highway, Buildings & Grounds, and Recreation (Sharing of services)
6. Essex County, and Towns (Shared Transportation)
7. Greene County—DSS, Rural Health Network (Shared transportation); Highway Dept.
8. Madison County and ARC (Shared transportation)
9. Woodbury Town—Highway & Parks, Office Staff, Equipment, and Facilities
10. Rockland BOCES (Shared transportation among 8 School Districts)
11. Yorktown CSD and Lakeland CSD (Grounds, Staff, and Equipment Sharing)
12. Steuben County, Villages of Bath and South Corning, City of Hormel, and Corning, Bath CSD, and 4 towns (Sharing of data processing services)
13. Town of Babylon—Highway, Parks & Recreation, Buildings & Grounds (Sharing of services)
14. Village of Buchanan—Solid Waste, Recreation, Buildings & Grounds (Staffing and scheduling)
15. Mineola UFSD and 3 other school districts (Sharing of administrative services)
16. Levittown UFSD—Transportation, Buildings & Grounds, Security, Business Office
17. Greene County Highway Study
18. Spencerport, Village of (Office operation)
19. Woodbury, Town of (Recreation, highway, and Town Hall office staff)
20. Upper Nyack, Village of (Village office operation)
21. Southampton, Town of (Highway Department)
22. North Warren SD (Merging of 3 school districts)
23. Bay Shore UFSD (Special Education Office Study)
24. Cohoes CSD (Special Education reorganization)
25. Garden City UFSD (Office automation)
26. Town of Eastchester (Purchasing procedures)
27. Wappinger CSD (Business Office operation)
28. Mt. Lebanon SD (Outsourcing of Buildings & Grounds)
29. Watkins Glen SD (Organizational and staffing)
30. Eastchester, Town of (Purchase manual)
31. Albany and Schenectady County Health Departments (Sharing of Children with Special Needs Transportation)

B. Labor Negotiations

1. Harrison Fire Department
2. City of Lackawanna
3. Westfield, Village

VMC Proposal #19-005 in response to
Nassau County RFP #HE0111-1902
To Provide Municipal Representation for Nassau County at School District Meetings

4. Ellicott, Town of
5. City of Elmira
6. City of Elmira Water Board
7. Clinton County
8. Cortland County
9. Tonawanda, City of
10. Malone, Village of
11. Eastchester, Town of
12. Genesee County
13. Bronxville Fire District
14. Harrison, Town of
15. Greenburg, Town of
16. Webster, Town
17. Henrietta, Town
18. Lockport, City of
19. Lewiston, Town of
20. Newburgh, Town of
21. New Windsor, Town of
22. Livingston County
23. Orleans County
24. Orangetown, Town of
25. Clarkstown, Town of
26. Niagara County
27. St. Lawrence County
28. Saratoga County
29. Seneca Falls, Village
30. Cortland, Town of
31. Massina Village of
32. Easthampton, Town of
33. Riverhead, Town of
34. Southampton, Town of
35. Warren County
36. Palmyra, Village of
37. Watkins Glen CSD

C. Job Descriptions/Salaries

1. City of Elmira
2. Horseheads CSD
3. Cortland County
4. Cheektowaga, Town of
5. Clarence, Town of
6. Grand Island, Town of
7. Orchard Park, Town of
8. Hamburg, Town of
9. Livingston, County

VMC Proposal #19-005 in response to
Nassau County RFP #HE0111-1902
To Provide Municipal Representation for Nassau County at School District Meetings

10. Chile, Town of
11. Gates, Town of
12. Henrietta, Town of
13. Ogden, Town of
14. Lewiston, Town of
15. Lockport, Town of
16. Newfane, Town of
17. Cicero, Town of
18. Camillus, Town of
19. Salina, Town of
20. Newburgh, Town of
21. New Windsor, Town of
22. Orleans, County
23. Ramapo, Town of
24. Orangetown, Town of
25. Clarkstown, Town of
26. Steuben County
27. Saratoga County
28. Amityville, Village of
29. Easthampton, Town of
30. Riverhead, Town of
31. Ithaca, City of
32. Woodstock, Town of
33. Palmyra, Village of
34. Cortland, Town of
35. White Plains, City of
36. Yonkers, City of
37. Chemung County

D. Organizational and/or Charter Revision

1. Fredonia, Village (Charter)
2. Eastchester, Town of (Organizational)
3. Deer Park CSD (Organizational)
4. Watkins Glen CSD (Organizational)

E. Transportation Management/Mobility Manager—Children with Special Needs¹

1. Albany County
2. Cattaraugus County—All Departments (i.e. Dept. of Aging, Community Services, DSS, Dept. of Health, Youth Bureau)
3. Cattaraugus Rehabilitation Center—Handicapped Adults
4. Cayuga County
5. City of Olean—Public Transit System
6. Delaware County

¹ Except as indicated

VMC Proposal #19-005 in response to
Nassau County RFP #HE0111-1902
To Provide Municipal Representation for Nassau County at School District Meetings

7. Dutchess County
8. Greene County—Children with Special Needs and Medicaid Transportation
9. Madison County
10. Niagara County
11. Onondaga County
12. Orange County
13. Rockland County
14. Schenectady County
15. Suffolk County
16. Ulster County
17. Wyoming County

COUNTY OF NASSAU

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

1. Name of the Entity: VMC Consultants Inc.

Address: 9701 Niagara Falls Blvd

City: Niagara falls State: NY Zip Code: 14304

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

3. Type of Business: Public Corp (specify) _____

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

See attached file(s):

YES ☐ NO ☒

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

If none, explain.

Charles J. Ganim - President - [REDACTED]
Barbara Fargo-Ganim - Secretary/ Treasurer - [REDACTED]
Charles C. Ganim [REDACTED]

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Charles J. Ganim [CJG@VMCGROUP.COM]

Dated: 09/27/2019 03:23:46 PM

Title: President

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2019 (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 Health**, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) **VMC Group, Inc.**, having its principal office at 9701 Niagara Falls Blvd, Suite 1A, Niagara Falls, New York 14304 (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 November 1, 2019 and terminate on October 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. Services to be provided by the Contractor include responsibility for individually contracting with and providing payment for hourly services to Municipal Representatives identified, assigned and authorized to receive payment by the Department. Said Municipal Representatives are to represent the interests of the Municipality during meetings where children ages three to five may be classified by the Committee on Pre-School Special Education (CPSE) as having a disability ("Services").
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Three Hundred Thousand Dollars (\$300,000.00) per Agreement year (the period November 1 to October 31 of each year under this Agreement, an "Agreement Year"), for a total maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Maximum Amount") for the entire term of this Agreement, payable as follows: Contractor's invoice to the County will show the amount paid to the Municipal Representatives as authorized by the Department and a 10% administration fee paid to the Contractor. Specifically, Municipal Representatives will be paid \$39.00 per hour for attendance at school districts CPSE meetings - \$25 per hour for attendance at scheduled meetings with the Department. At the commencement of each Agreement Year, the County agrees to pay the Contractor an advance of Thirty Thousand Dollars (\$30,000.00). Payment of the advance is subject to Contractor's compliance with the County's claim voucher requirements described in Section 3(b), reconciliation of advances in accordance with Section 3(g), and availability of funds.

(b) Vouchers; Voucher Review, Approval and Audit. Except as provided in Section 3(a), payments shall be made to the Contractor in arrears, and all payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three months following the CPSE meetings or attendance at department meetings that are the subject of the claim and no more frequently than once a month.

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

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

(f) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Three Hundred Thousand Dollars (\$300,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(g) Reconciliation of Funds. Prior to the commencement of each Agreement Year (except for the first Agreement Year), within forty-five (45) days after the termination of this Agreement, and at such other times as the County may request, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made with respect to advances provided under this Agreement. Any advance funds remaining unexpended upon the earlier of completion of the Services for each Agreement Year, or termination of this Agreement shall be paid to the County simultaneously with the filing of the reconciliation report.

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

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

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

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent

that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions

necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the

Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Commissioner of Health or his or her duly designated deputy (the "Commissioner of the Health Department"), 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 30 days written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may

be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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.

[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.

VMC GROUP, INC.

By: Charles C. Hamm
Name: Charles C. Hamm
Title: Vice-President - Operations
Date: 4/15/19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

§§.:

COUNTY OF NASSAU)

On the 15 day of April in the year 2019 before me personally came Charles Ganim to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Niagara; that he or she is the VP of VMC Corp 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

[Handwritten signature]

JOSEPH BLOCH
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01BL6345774
My Commission Expires Aug. 1, 2020

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified

Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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

these rules.

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Charles C Granim (Name)
9701 Niagara Falls Blvd, Niagara Falls NY 14304 (Address)
(716) 285-6000 (Telephone Number)

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

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

N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor. If such a proceeding, action, or investigation has been commenced, describe below:

NA

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

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

4/15/19

Dated

Charles C. Ganim

Signature of Chief Executive Officer

Charles C. Ganim

Name of Chief Executive Officer

Sworn to before me this

15 day of April, 2019.

JB

Notary Public

JOSEPH BLOCHO
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01BL6345774
My Commission Expires Aug. 1, 2020

MWBE FORM

☐ 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.

☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

☒ Vendor will not require any sub-contractors.

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Charles T. Garim

Name and Title of Authorized Representative

7/16/2019
mtd/yy

Signature

7/16/2019
Date

Umc Consultants Inc

Name of Organization

9701 Niagara Falls Blvd Suite 1A

Address of Organization

Niagara Falls, N.Y. 14304

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER OF HEALTH

NASSAU COUNTY DEPARTMENT OF HEALTH
Contractor Evaluation Form

Contract Number	CQHE14000005
Contract Name	VMC
Service Provided	Administrative services

Evaluation Period

From: 11/1/2017

To: 10/31/2019

Evaluator's Name, Title, Phone #	[REDACTED]
Date	August 23, 2019

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

PERFORMANCE EVALUATION FACTORS	Unsatis- factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					X
b. Timeliness of Service					X
c. Cost Effectiveness					X
d. Responsiveness to NCDOH Requests					X
e. Number of Complaints					X
f. Problem Resolution					X
Overall Performance Evaluation					X

Do you recommend the contractor for future contracts? Yes No

I would recommend this contractor for a future contact with a similar scope of work.



200 COUNTY SEAT DRIVE, MINEOLA, NEW YORK 11501
Phone: 516-227-8610 Fax: 516-227-8627



Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - NCDOH staff?
 - Other Nassau County departments?
 - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) VMC GROUP INC 9701 NIAGARA FALLS BLVD. SUITE 1A NIAGARA FALLS, NY 14304 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 905-468-9636 1c. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Avenue Mineola, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [REDACTED] 3c. Policy effective period 04/01/2018 to 03/31/2020

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/11/2019 By [Signature]
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1 Insurance brokers are NOT authorized to issue this form.



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2019

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

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

PRODUCER USI Insurance Services LLC 726 Exchange Street Buffalo, NY 14210 855 874-0123	CONTACT NAME: Ellie Randorf PHONE (A/C, No, Ext): 716-314-2116 FAX (A/C, No): 716-314-2199 E-MAIL ADDRESS:														
INSURED VMC Group Inc. & Valtran Inc. 9701 Niagara Falls Blvd Suite 1A Niagara Falls, NY 14304	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Selective Insurance Company of America</td> <td>12572</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Company of America	12572	INSURER B : Philadelphia Indemnity Insurance Co.	18058	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2207742	05/14/2019	05/14/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S2207742	05/14/2019	05/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			S2207742	05/14/2019	05/14/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9033297	05/14/2019	05/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Professional			PHSD1470780	07/24/2019	07/24/2020	Each Occ \$1,000,000 Aggregate \$3,000,000

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


General Liability:

BP 71 95 NY (04/13) MerchantPro Premier Liability Enhancement includes automatic additional insured

Nassau County is additional insured with regards to work being performed by insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Health Fiscal Unit 200 County Seat Drive 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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E-208-19
Amendment

Amendment in the Nature of a Substitution for Clerk Item E-208-19

This Amendment changes language in Schedule 1 of the Agreement so that the County shall pay the subscription fees for Services to the Police Department annually. The agreement is attached hereto. Schedule 1, Invoice Date for Investigate SaaS Solution Initial Subscription Term was changed from "Go-Live Date" to "Upon the Go-Live Date Anniversary, Accordingly."

RECEIVED
CLERK OF THE SUPERIOR
COURT
MASSACHUSETTS
2019 NOV 18 P 12:07



E-208-19
Amendment

NIFS ID:CQPD19000004 Department: Police Dept.

Capital:

SERVICE: Digital evidence management

Contract ID #:CQPD19000004 NIFS Entry Date: 28-OCT-19 Term: from to

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

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

Vendor Info:	
Name: NICE Systems, Inc.	Vendor ID#: 770250126
Address: 221 River St., 10th Floor	Contact Person: Rod Guy
Hoboken, NJ 07030	
	Phone: rod.guy@nice.com

Department:
Contact Name: Jaclyn Delle
Address: 1 West Street
Mineola, NY 11501
Phone: 516-571-3054

2019 NOV 18 P 12:08
NASSAU COUNTY
CLERK OF THE COUNTY

Routing Slip

Department	NIFS Entry: X	04-NOV-19 -- JDELLEPD
Department	NIFS Approval: X	04-NOV-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-NOV-19 -- IQUIRESHI
OMB	NIFS Approval: X	06-NOV-19 -- JNOGID
County Atty.	Insurance Verification: X	06-NOV-19 -- DMCDERMOTT
County Atty.	Approval to Form: X	04-NOV-19 -- DMCDERMOTT
CPO	Approval: X	06-NOV-19 -- KOHAGENCE
DCEC	Approval: X	06-NOV-19 -- JCHIARA

Dep. CE	Approval: X	06-NOV-19 -- TFOX
Leg. Affairs	Approval/Review: X	06-NOV-19 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: New contract to provide the Police Department and District Attorney's Office with a single access solution ("NICE Investigate") for digital evidence management that will automate the collection process and integrates content from existing applications and sources into a single digital case folder. The solution will allow the Police Department to share case files with the District Attorney's Office to facilitate discovery and comply with the recent changes to the discovery laws taking effect on January 1, 2020.
Method of Procurement: Sole Source. NICE Systems, Inc. ("NICE") is the owner and manufacturer of NICE Investigate, a unique combination of technology in a quickly deployable solution. The NICE Investigate Data Source Gateway (DSG) software appliance, which is proprietary to NICE, connects to a police department's existing evidence capture platforms and storage locations and automates the collection process to bring all evidence tagged with valid case related identifiers into a centralized storage repository in NICE Investigate.
Procurement History: New contract. Please see method of procurement above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$1,390,460 total cost. Initial encumbrance of \$239,000 (\$31,000 for District Attorney fees; \$208,000 for Police Department fees).
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH/GEN	Revenue		1	PDPDH1312/DE500	\$ 208,000.00
Control:	PD/DA	Contract:		2	DAGEN1100/DE5A5	\$ 31,000.00
Resp:	1312/1100	County	\$ 239,000.00			\$ 0.00
Object:	DE500/DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 239,000.00		TOTAL	\$ 239,000.00
RENEWAL						
% Increase						
% Decrease						

NIFA Nassau County Interim Finance Authority

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

1. Vendor: NICE Systems, Inc.

2. Dollar amount requiring NIFA approval: \$1390460

Amount to be encumbered: \$239000

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: Execution - three years

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

New contract to provide the Police Department and District Attorney's Office with a single access solution for digital evidence management that automates the collection process and integrates content from existing applications and sources into a single digital case folder. The solution will allow the Police Department to share case files with the District Attorney's Office to facilitate discovery and comply with the recent criminal justice reforms and changes to the discovery laws taking effect on January 1, 2020.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

06-NOV-19

Authenticated User

Date

COMPTROLLER'S OFFICE

- To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau 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. – 2019

A RESOLUTION AUTHORIZING THE COUNTY
EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF
THE POLICE DEPARTMENT AND THE DISTRICT ATTORNEY'S
OFFICE AND NICE SYSTEMS, INC.

WHEREAS, the County has negotiated a personal services agreement with
the NICE Systems, Inc. to provide digital evidence management services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with the NICE Systems, 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: NICE Systems, Inc. (CQPD19000004)

CONTRACTOR ADDRESS: 221 River St., 10th Floor, Hoboken, NJ 07030

FEDERAL TAX ID #: 770250126

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

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

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

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

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

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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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


Department Head Signature

10/29/19
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

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

John Rennie [ROD.GUY@NICE.COM]

Dated: 09/23/2019 04:34:23 PM

Vendor: NICE Systems, Inc.

Title: General Manager, NICE Public Safety

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: Liran Bouskila
Date of birth:
Home address:
City: State/Province/Terr.: Zip/Postal: Country:
Business Address: 221 River St., 10th Floor
City: Hoboken State/Province/Terr.: NJ Zip/Postal: 07030 Country:
Telephone: (551) 256-5547
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
Telephone:
List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>03/05/2018</u>		
(Other)	<u> </u>		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

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

CERTIFICATION

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

NICE Systems, Inc.

Name of submitting business

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

Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

VP Finance

Title

10/02/2019 11:49:48 AM

Date

Business History Form

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

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

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

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

Date: 10/10/2019

1) Proposer's Legal Name: NICE Systems, Inc.

2) Address of Place of Business: 221 River St., 10th Floor

City: Hoboken State: NJ Zip Code: 07030

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

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

4) Dun and Bradstreet number: 01-452-1947

5) Federal I.D. Number:

6) The proposer is a: Corporation (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: _____

NICE Systems, Inc owns Actimize, InContact, NICE Systems Technologies Inc, Nexidia, and Mattersight.

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

YES ☒ NO ☐ If yes, please provide details: _____

Global headquarters:

NICE Ltd.

22 Zarhin Street

P.O. Box 690

4310602 Ra'anana

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

NICE has an employee handbook that provides a code of conduct for our employees, it also annual anti corruption and anti bribery training on an annual basis for our employees.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/10/2019

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

NICE is publicly owned corporation

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

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

No officers and directors from this company have been attached.

1 File(s) Uploaded

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

1500

- vi) Annual revenue of firm;

1444519000

- vii) Summary of relevant accomplishments

When the world's leading companies want to improve their business performance, increase their operational efficiency, prevent financial crime, ensure they're fully compliant or enhance their safety and security, they talk to NICE. Since 1986, NICE (NASDAQ: NICE) has been the recognized leader in these fields, providing solutions which turn both structured and unstructured data into valuable and actionable information. Our success started by capturing interactions and our expertise has evolved into applying analytics on these interactions. Combined with our years of cultivating domain expertise in partnership with our customers, we can help our customers not only understand what's happening in real time, they can predict what will be. NICE has over 6,000 employees and a presence in more

than 150 countries. NICE is regularly recognized for innovation and the value it provides to more than 25,000 customers, including 85 of the Fortune 100. Revenues for 2017 topped \$1 billion.

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

B. Indicate number of years in business.

33

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

See NICE's 20-F filings

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	NYPD		
Contact Person	Lt. Peter Brower; Commander of the Tapes and Records Unit		
Address	1 Police Plaza		
City	New York	State	NY
Telephone	(646) 610-8825		
Fax #			
E-Mail Address	PETER.BROWER@nypd.org		

Company	Ocean County Sheriff's Office		
Contact Person	Christopher Raimann, Chief PST		
Address	138 Chestnut St		
City	Toms River	State	NJ
Telephone	(732) 244-2418		
Fax #	(732) 914-9125		
E-Mail Address	craimann@co.ocean.nj.us		

Company	Bergen County Department of Public Safety		
Contact Person	John St John		
Address	285 Campgaw Rd		
City	Mahwah	State	NJ
Telephone	(201) 336-7716		
Fax #	(201) 336-7942		
E-Mail Address	StJohn@bcpsoc.com		

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

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

CERTIFICATION

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

Name of submitting business: NICE Systems, Inc.

Electronically signed and certified at the date and time indicated by:
Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

VP Finance

Title

10/23/2019 04:33:54 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: NICE Systems, Inc.

Address: 221 River St., 10th Floor

City: Hoboken State: NJ Zip Code: 07030

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

3. Type of Business: Public Corp (specify) _____

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

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

NICE is a Publicly Held Corporation. 20-F form is provided.

No shareholders, members, or partners have been attached to this form.

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

See NICE's 20-f filings.

1 File(s) uploaded

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

N/A

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

N/A

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

N/A

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

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

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

Liran Bouskila [LIRAN.BOUSKILA@NICE.COM]

Dated: 10/17/2019 12:41:26 PM

Title: VP Finance

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.

Item 6. Directors, Senior Management and Employees.

Item 6A. Directors and Senior Management.

The following tables set forth, as of March 19, 2019, the name, age and position of each of our directors and executive officers and, in regard to our directors, any of the committees of our board of directors on which they serve and whether any such director is an outside director:

Members of the Board of Directors

Name	Age	Position	Audit Committee Member	Compensation Committee Member	Internal Audit Committee Member	Mergers and Acquisitions Committee Member	Nominations Committee Member	Outside Director*
David Kostman	54	Chairman of the Board of Directors	X			X	X	
Rimon Ben-Shaoul	74	Director	X			X		
Dan Falk	74	Director	X	X	X	X	X	X
Yocheved Dvir	66	Director	X	X	X			X
Yehoshua Ehrlich	69	Director				X		
Leo Apotheker	65	Director		X		X		
Joe Cowan	70	Director		X		X		
Zehava Simon	60	Director	X	X	X			X

*. See Item 6, "Directors, Senior Management and Employees—Board Practices—Outside Directors."

Members of Management

Name	Age	Position
Barak Eilam	44	Chief Executive Officer
Beth Gaspich	53	Chief Financial Officer
Eran Liron	51	Executive Vice President, Marketing and Corporate Development
Barry Cooper	48	President, Enterprise Group
Craig Costigan	58	Chief Executive Officer, NICE Actimize
Paul Jarman	49	Chief Executive Officer, NICE inContact
Shiri Neder	43	Executive Vice President, Human Resources
Tali Mirsky	46	Corporate Vice President, General Counsel and Corporate Secretary

David Kostman has served as one of our directors for most of the period since 2001 and as our Chairman of the Board since February 2013. Mr. Kostman is currently co-CEO and board member of Outbrain, Inc. and serves on the board of directors of IronSource Ltd. and Tivit S.A. and is a member of Nanoosh LLC. Mr. Kostman is also a former board member of publicly traded Retalix Ltd. (acquired by NCR). From 2006 until 2008, Mr. Kostman was a Managing Director in the investment banking division of Lehman Brothers, heading the Global Internet Group. From April 2003 until July 2006, Mr. Kostman was Chief Operating Officer and then Chief Executive Officer of Delta Galil USA, a subsidiary of publicly traded Delta Galil Industries Ltd. From 2000 until 2002, Mr. Kostman was President of the International Division and Chief Operating Officer of publicly traded VerticalNet Inc. Prior to that Mr. Kostman worked in the investment banking divisions of Lehman Brothers from 1994 to 2000, focusing on the technology and Internet sectors, and NM Rothschild & Sons from 1992 to 1993, focusing on mergers and acquisitions and privatizations. Mr. Kostman holds a Bachelor's degree in Law from Tel Aviv University and a Master's degree in Business Administration from INSEAD.

Rimon Ben-Shaoul has served as one of our directors since September 2001. Between 2001 and 2005, Mr. Ben-Shaoul has served as Co-Chairman, President, and Chief Executive Officer of Koonras Technologies Ltd., a technology investment company controlled by LEADER Ltd., an Israeli holding company. Since 2002 Mr. Ben-Shaoul serves as Chairman of Grand AutoMotive LLP. Mr. Ben-Shaoul also served as a director of MIND C.T.I. Ltd., BVR Systems Ltd. and several private companies. In addition, he served as the President and Chief Executive Officer of Polar Communications Ltd., which manages media and communications investments. Mr. Ben-Shaoul also served as the Chairman of T.A.T Technologies Ltd., a public company listed on NASDAQ and TASE. Between 1997 and 2001, Mr. Ben-Shaoul was the President and Chief Executive Officer of Clal Industries and Investments Ltd., one of the largest holding companies in Israel with substantial holdings in the high-tech industry. During that time, Mr. Ben-Shaoul also served as Chairman of the Board of Directors of Clal Electronics Industries Ltd., Scitex Corporation Ltd., and various other companies within the Clal Group. Mr. Ben-Shaoul also served as a director of ECI Telecom Ltd., Fundtech Ltd., Creo Products, Inc. and Nova Measuring Instruments Ltd. From 1985 to 1997, Mr. Ben-Shaoul was President and Chief Executive Officer of Clal Insurance Company Ltd. and a director of the company and its various subsidiaries. Mr. Ben-Shaoul holds a Bachelor's degree in Economics and Statistics and a Master's degree in Business Administration, both from Tel-Aviv University.

Dan Falk has served as one of our statutory outside directors since 2001. From 1999 to 2000, Mr. Falk was President and Chief Operating Officer of Sapiens International Corporation N.V. From 1985 to 1999, Mr. Falk served in various positions in Orbotech Ltd., the last of which were Chief Financial Officer and Executive Vice President. From 1973 to 1985, he served in several executive positions in the Israel Discount Bank. Mr. Falk also serves on the board of directors of Ormat Technologies Inc. and Attunity Ltd. and until recently served on the board of directors of Orbotech Ltd. Mr. Falk holds a Bachelor's degree in Economics and Political Science and a Master's degree in Business Administration, both from the Hebrew University, Jerusalem.

Yocheved Dvir has served as one of our statutory outside directors since January 2008. Since 2000, Ms. Dvir has served as a strategic advisor in business development affairs to multiple companies and initiatives that were being founded. Ms. Dvir also serves on the board of directors of Menorah Insurance Company and its subsidiary, Xenia Venture Capital and Endeavor Med. She recently served on the boards of Alroy Real Estate, Visa Cal, Trendline Business Information & Communications Ltd., Israel Corporation Ltd., ECI Telecom Ltd., Strauss Industries Ltd., Phoenix Holding and Phoenix Insurance Co. Between 1990 and 2000, Ms. Dvir served as a Senior Vice President of the Migdal Group. Ms. Dvir joined the Migdal Group in 1981 and, until late 2000, held a number of senior financial and managerial positions, including Head of the Group's Economics Department (1986-1988), Head of the Group's Corporate Office from 1989 to 1992, Head of the Group's General Insurance Division and Corporate Office from 1993 to 1997, Group CFO from 1997 to 1999, and Head of the Group's Strategic Development Division and Marketing Array and Risk Manager in 2000. Ms. Dvir holds a Bachelor's degree in Economics and Statistics from the University of Haifa and completed studies towards a second degree in Statistics from the Hebrew University of Jerusalem.

Yehoshua (Shuki) Ehrlich has served as one of our directors since September 2012. Mr. Ehrlich is an active social investor, serving as Chairman of "Committed to Give", a group formed by Israeli social investors for promoting philanthropy in Israel and several other social organizations. Mr. Ehrlich also serves as a board member of the American Joint Distribution Committee and a board member of AfterDox, an angels' investment group. Between the years 2000 and 2010, Mr. Ehrlich served as Managing Director at Giza Venture Capital, where he focused on the communications, enterprise software and information technology sectors. Additionally, Mr. Ehrlich had a fifteen-year career with Amdocs, a public software company specializing in billing, CRM, order management systems for telecommunications and Internet service providers. In his last role at Amdocs, Mr. Ehrlich served as Senior Vice President of Business Development. Mr. Ehrlich holds a Bachelor of Science in Mathematics and Computer Science from the Tel Aviv University.

Leo Apotheker has served as one of our directors since August 2013. Mr. Apotheker was the Managing Partner and co-founder of Efficiency Capital SAS, a growth capital advisory firm, from 2012 to 2014. From 2010 to 2011, Mr. Apotheker served as Chief Executive Officer of Hewlett Packard. From 2008 to 2010, he served as Chief Executive Officer of SAP AG. In addition, he is currently chairman of the board of Unit4, a leading Dutch software company, and Signavio GmbH, Vice Chairman and Lead Director of Schneider SE, and a member of the board of KMD, P2 Energy Services and Taulia Inc. Mr. Apotheker holds a Bachelor's degree in Economics and International Relations from the Hebrew University of Jerusalem.

Joe Cowan has served as one of our directors since August 2013. From October 2013 until September 2017, Mr. Cowan was the CEO and director of Epicor. Since September 2016 Mr. Cowan has been a director of ChannelAdvisor, Inc. and since January 2019 the Chairman of the Board of SAI Global a private company owned by Baring Private Equity Asia. During 2013, Mr. Cowan also served as President of DataDirect Networks, Inc. From 2010 until 2013, Mr. Cowan served as the Chief Executive Officer and President of Online Resources Corp. During 2009, he served as an Operating Executive and Consultant at Vector Capital. From 2007 to 2009, Mr. Cowan served as the Chief Executive Officer of Interwoven Inc. From 2004 to 2006, Mr. Cowan served as the President and Chief Executive Officer of Manugistics Inc. and Manugistics Group Inc. Prior to that, Mr. Cowan served in various senior executive positions, including as the Chief Operating Officer of Baan Co. NV and Avantis GOB NV. He has been a Director of DataDirect Networks, Inc. between 2011 and February 2013. Mr. Cowan has also served on the boards of various publicly traded companies, including ChannelAdvisor Inc., Interwoven Inc., Online Resources Corporation, Manugistics Group Inc. and Blackboard Inc., as well as several private companies. Mr. Cowan holds a M.S. degree in Electrical Engineering from Arizona State University and holds a B.S. degree in Electrical Engineering from Auburn University.

Zehava Simon has served as one of our statutory outside directors since July 2015. Ms. Simon served as a Vice President of BMC Software Inc. from 2000 until 2013, most recently as Vice President of Corporate Development. From 2002 to 2011, Ms. Simon also served as Vice President and General Manager of BMC Software in Israel. Prior to that, Ms. Simon held various positions at Intel Israel, which she joined in 1982, including acting as leader of Finance and Operations and Business Development for Intel in Israel. Ms. Simon is currently a board member of Audiocodes, a public company traded on NASDAQ and TASE, Nova Measurements, a publicly-traded company on NASDAQ and TASE, and Amiad Water Systems, a public company traded on the London Stock Exchange. Ms. Simon is a former member of the board of directors of Insightec Ltd., M-Systems Ltd. (acquired by SanDisk Corp.) and Tower Semiconductor Ltd. Ms. Simon holds a B.A. in Social Sciences from the Hebrew University, Jerusalem, a law degree (LL.B.) from the Interdisciplinary Center in Herzliya and an M.A. in Business and Management from Boston University.

Barak Eilam has served as Chief Executive Officer since April 2014. In his previous position with NICE, Mr. Eilam was President of our American division from July 2012 to March 2014. Prior to that, Mr. Eilam was the head of sales and the general manager of the Enterprise Group in the Americas. From 2007 to 2009, Mr. Eilam founded and served as the general manager of the NICE Interaction Analytics Global Business Unit. Mr. Eilam has also served in a variety of executive positions within NICE, managing different aspects of the business in product development, sales and product management. Before joining NICE in 1999, Mr. Eilam was an officer for an elite intelligence unit in the Israeli defense forces. Mr. Eilam holds a Bachelor's degree in Electrical and Electronics Engineering from Tel Aviv University.

Beth Gaspich has served as our Chief Financial Officer since October 2016. Ms. Gaspich joined NICE as CFO of the Financial Crime and Compliance division NICE Actimize in September 2011, where she was responsible for finance, legal and business operations. Prior to joining NICE, she was Chief Financial Officer for Archive Systems, Inc., a privately held document management software provider. She also served as Vice President of Finance at RiskMetrics Group, Inc., a cloud-based risk management software company. Ms. Gaspich was one of the founding members of RiskMetrics Group and assisted in taking the company through a successful public offering on the NYSE in January 2008. Prior to that, Ms. Gaspich held several other senior positions throughout her career at large global financial institutions, including JP Morgan and Price Waterhouse. Ms. Gaspich holds a B.A. in Accounting from the University of Missouri.

Eran Liron has served as our Executive Vice President, Marketing and Corporate Development since October 2013, and as Executive Vice President, Corporate Development since February 2006. From 2004 to 2006, he served as Director of Corporate Development at Mercury Interactive Corporation, a software company, and prior thereto he held several business development positions at Mercury Interactive. Before joining Mercury, Mr. Liron served in several marketing roles at software startups and at Tower Semiconductor. Mr. Liron holds a Bachelor of Science degree from the Technion – Israel Institute of Technology and a Doctorate in Business from the Stanford Graduate School of Business in California.

Barry Cooper has been with NICE since 2011 and serves as our Enterprise Group President as of January 2019. From May 2016 until December 2018, he served as our Chief Operating Officer (COO). Prior to serving as COO, Mr. Cooper served as Vice President, Business Operations for APAC from March 2011 until June 2013, and as of July 2013 and until assuming the role of COO, he served as Executive Vice President, Professional Services and Cloud. Prior to joining NICE, Mr. Cooper was a Management Consultant at Accenture; the Head of Customer Service, IT and Billing at Time Telekom, Malaysia; and Vice President of Professional Services, APAC for CSG Systems, later Comverse. Mr. Cooper holds a First Class Bachelor of Computer Science and Mathematics with Honors from Salford University in the United Kingdom.

Craig Costigan has served as NICE Actimize CEO since November 2018. From 2016 to 2018, he served as President of Capital Markets & Credit at Fidelity National Information Services Inc. (FIS), where he managed a team of approximately 4,000 staff worldwide, overseeing risk, compliance, credit, security finance, securities processing and market data solutions and services for over 2,000 banks, broker dealers, investment firms, hedge funds, insurance companies and clients in the financial market. Prior to that, Craig served as President of the Risk, Compliance and Global Securities Business at SunGard. Craig holds a BS in Economics from Northeastern University.

Paul Jarman has served as NICE inContact CEO since November 2016 and served as inContact CEO from January 2005 until we acquired inContact. From December 2002 until becoming CEO in January 2005, Mr. Jarman served as inContact's President. Prior to December 2002, he served as inContact's Executive Vice President. Mr. Jarman was instrumental in guiding inContact from its roots in telecommunications to its strategic offering of cloud-based contact center solutions and has been a part of every major enhancement the company has made since 1997. Mr. Jarman led inContact's listing on NASDAQ. Prior to joining inContact, he was an executive with HealthRider, Inc. Mr. Jarman holds a Bachelor of Science degree in Accounting from the University of Utah.

Shiri Neder has served as our Executive Vice President, Human Resource since February 2018. Prior to joining NICE, Ms. Neder was the Corporate Vice President, Head of Human Resources at Nova Measuring Instruments. Prior to that, Shiri worked at Amdocs as Vice President, Human Resources for the Product and Delivery organizations and served as head of Amdocs' Talent Development organization. In addition, Shiri has held positions at Microsoft where she established the Human Resources function for the Telecom division as well as served as Regional Senior Human Resources Manager for the EMEA region. Ms. Neder holds a B.A. in Social Science and an M.A. in Law from Bar Ilan University.

Tali Mirsky has served as our Corporate Vice President, General Counsel and Corporate Secretary since March 2018. From 2010 to early 2018, she served as Global Vice President of Legal Affairs and Corporate Secretary at Frutarom Industries Ltd., where she led the company's M&A transactions in addition to managing the company's legal department and handling all legal matters and corporate and securities related items. Prior to that, Tali served as Vice President, General Counsel and Corporate Secretary of Alvarion, led Business and Legal Affairs at Nicast and Midbar Tech and was an associate with Naschitz Brandes & Co law office. She holds an LL.B. in Law and Business Administration from IDC, Herzliya and is admitted to practice law in Israel.

There are no family relationships between any of the directors or executive officers named above.

In November 2018, Mr. Joseph Friscia retired from his position as President, NICE-Actimize.

In January 2019, Mr. Miki Migdal retired from his position as President, Enterprise Product Group, and Mr. Barry Cooper, who was then serving as the Company's Chief Operating Officer, assumed the position of President, Enterprise Group with immediate effect.

In February 2019, Ms. Hagit Ynon retired from her position as Corporate Vice President, Finance.

Item 6B. Compensation.

(a) Aggregate Executive Compensation

The aggregate compensation paid to or accrued on behalf of all our directors and executive officers as a group of 19 persons during 2018 consisted of approximately \$9.0 million in salary, fees, bonus, commissions and directors' fees and approximately \$0.7 million in amounts set aside or accrued to provide pension, retirement or similar benefits, but excluding amounts we expended for automobiles made available to our officers, expenses (including business travel, professional and business association dues and expenses) reimbursed to our officers and other fringe benefits commonly reimbursed or paid by companies in Israel.

We have a performance-based bonus plan for our executive management team. The plan is based on our overall performance, the particular unit performance, individual performance and the results of the customer satisfaction survey conducted annually. The measurements can change year over year and are a combination of financial parameters, including revenues, booking and operating income. The plan is reviewed and approved by our Board of Directors annually, as is any bonus payment under the plan.

During 2018, our officers and directors received, in the aggregate, (i) options to purchase 108,175 ordinary shares, that include 63,927 options with an exercise price equal to the par value of the ordinary shares (the "par value options"), and (ii) 361,009 restricted share units, under our equity based compensation plans. The options (other than the par value options) have a weighted average price of \$96.74 and all options will expire six years after the date of grant. The restricted shares units are granted at par value of the ordinary shares. For information regarding our option exchange program, see "Share Ownership—Option Exchanges and Price Adjustment" below.

Organizational Structure

The following is a list of our significant subsidiaries, including the name and country of incorporation or residence. Each of our significant subsidiaries is wholly-owned by us.

Name of Subsidiary	Country of Incorporation or Residence
Nice Systems Australia PTY Ltd.	Australia
NICE Systems Technologies Brasil LTDA	Brazil
NICE Systems Canada Ltd.	Canada
Nice Systems China Ltd.	China
Nice France S.A.R.L.	France
NICE Systems GmbH	Germany
NICE APAC Ltd.	Hong Kong
NICE Systems Kft	Hungary
Nice Interactive Solutions India Private Ltd.	India
Nice Technologies Ltd.	Ireland
Actimize Ltd.	Israel
Nice Japan Ltd.	Japan
NICE Technologies Mexico S.R.L.	Mexico
NICE Netherlands B.V.	Netherlands
Nice Systems (Singapore) Pte. Ltd.	Singapore
Nice Switzerland AG	Switzerland
Actimize UK Limited	United Kingdom
NICE Systems Technologies UK Limited	United Kingdom
NICE Systems UK Ltd.	United Kingdom
Actimize Inc.	United States
Nice Systems Inc.	United States
Nice Systems Latin America, Inc.	United States
Nice Systems Technologies Inc.	United States
Mattersight Corporation	United States
Nexidia Inc.	United States
inContact Inc.	United States
inContact Bolivia S.R.L.	Bolivia
inContact Philippines Inc.	Philippines

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("Police Department" or "PD"), and the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 ("District Attorney" or "DA") (collectively, the "Department" or "Customer") and (ii) NICE Systems, Inc., having an office at 221 River Street, 10th Floor, Hoboken, New Jersey 07030 (the "Contractor" or "NICE") (each, County and Contractor or NICE, a "Party", collectively, the "Parties").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Agreement.

2. Services. The Services (as defined in Appendix A, the "Rider," attached hereto and incorporated by reference) to be provided by the Contractor under this Agreement shall consist of the licensing, maintenance, and support of the NICE Investigate Software as a Service, as more fully described in the Rider, and pursuant to (a) the applicable Attachment or Schedule (as defined in the Rider) and (b) the professional Services, such professional Services being more fully described in the corresponding Statement of Work (as defined in the Rider).

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be the aggregate of the amounts set forth in Schedules 1 and 2, attached hereto and incorporated by reference.

(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.

(c) Invoicing. Contractor shall invoice County as provided in the applicable Attachment or Schedule. Any expenses pre-approved by the Department including reasonable out-of-pocket travel expenses shall be invoiced by the Contractor monthly in arrears. Payments shall be made to the Contractor in full within thirty (30) days following County's receipt of Contractor's invoice and shall be made by the County in U.S. dollars.

(d) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by 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").

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

(f) 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.

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

into under this Agreement.

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

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. 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 reasonably 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 third party claims ("Third Party Claims") resulting in liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) and damages ("Losses"), arising out of or in connection with the grossly negligent acts or willful misconduct of the Contractor or a Contractor Agent in the course of performing Services under this Agreement; 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) **Patent/Copyright Infringement Indemnity** – Contractor shall indemnify, defend, and hold harmless the County from and against Losses resulting from or arising out of Third Party Claims of patent or copyright infringement subject to the terms and conditions set forth in Section 5 of the Rider

(c) Subject to the County's notification to Contractor in accordance with Section 5.3 of the Rider, 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 Third Party Claims 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 Losses determined as part of a final judgment or decree by a court of competent jurisdiction 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 Section 8, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement, subject to the terms of this Section 8.

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

9. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall include "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim and 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 suitable insurance depending on the nature and scope of the services.

(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. Prior to the date of any expiration or renewal of, any insurance required hereunder, and upon the County's request, 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, provided that, a mutually signed SOW or Schedule shall constitute County's written consent of Contractor's use of subcontractors as set forth in such SOW or Schedule. 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. Notwithstanding anything to the contrary contained in the forgoing, County acknowledges and agrees that Contractor may use a combination of its employees and subcontractors for the performance of certain Services under this Agreement.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to the Contractor prior to the anniversary of the Go-Live Date of the Initial Subscription Term, as set forth in the Cloud Services Attachment, attached to and incorporated into the Rider, (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. Upon mutual written agreement, 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.

(d) Any provision of this Agreement, the Rider, any Attachment, SOW or Schedule that contemplates performance or observance subsequent to a termination of the Attachment, SOW or

Schedule, and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, then such provision of the Agreement, the Rider and any Attachment, SOW or Schedule shall survive its 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non 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.

16. Notices. Any notice, request, demand or other communication required to be given or

[06]

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

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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, third party approvals and other governmental approvals have been obtained,

including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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 Effective Date.

NICE Systems, Inc.

By: 

Name: Charles Wooten

Title: EV/P

Date: 10/16/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

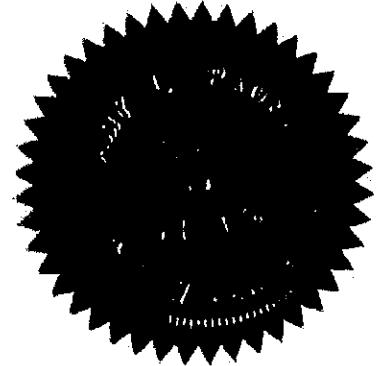
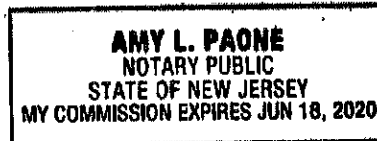
PLEASE EXECUTE IN BLUE INK

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

On the 16 day of October in the year 2019 before me personally came Christopher Wooten to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~^{works} in the County of Hudson; that he or she is the EVP, NICE Vertical Market of NICE, 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

Amy H. Bre

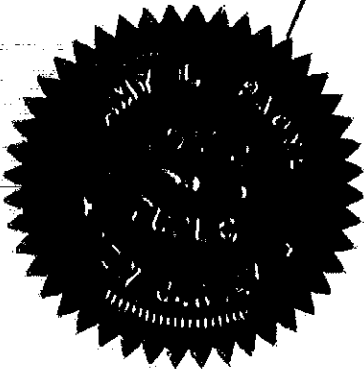
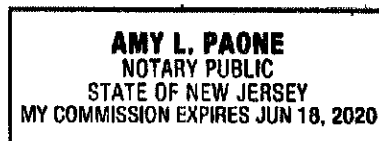


STATE OF NEW YORK)
—)ss.:
COUNTY OF NASSAU)

On the 16 day of October in the year 2019 before me personally came Christopher Wooten to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~ resides in the County of Hudson; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NOTARY PUBLIC
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Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The ^{EVP} chief executive officer of the Contractor is:

CHARLES WOOTEN (Name)

221 RIVER ST. HOBOKEN, NJ 07030 (Address)

703-989-9491 (Telephone Number)

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

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

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

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

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

Dated

10/16/19

Signature of ~~Chief Executive Officer~~ *EVP*

CHRIS WOOTEN
Name of ~~Chief Executive Officer~~ *EVP*

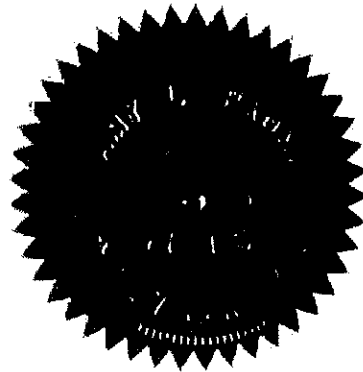
Sworn to before me this

16 day of October, 2019.

Notary Public

Amy L. Paone

AMY L. PAONE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUN 18, 2020



Appendix A

Rider to Services Agreement
Between Nassau County and NICE Systems, Inc.

This appendix A is attached to the Contract for Services ("Agreement"), and provides additional transactional terms and conditions by and between the Parties ("Rider"),

1. DEFINITIONS. FOR PURPOSES OF THIS RIDER, THE TERMS LISTED BELOW SHALL HAVE THE FOLLOWING MEANINGS:

1.1 **"Affiliate"** means, when used with respect to a Party, any legal entity controlled by, controlling, or under common control with that Party, where "control" (and its derivatives) means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.

1.2 **"Attachment(s)"** mean the supplemental documents to this Rider signed by the Parties and containing additional terms and conditions that will govern the acquisition of a particular type of Service.

1.3 **"Confidential Information"** means with respect to either Party, any information disclosed by such Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) in connection with this Rider, on or after the Effective Date of this Master Relationship Rider, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information. Notwithstanding the foregoing, if the Parties entered into a confidentiality/non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder.

1.4 **"Documentation"** means the applicable specifications and user documentation accompanying Contractor Cloud Services, as may be further defined in an Attachment.

1.5 **"Fees"** means collectively, the fees for Services.

1.6 **"Schedule(s)"** means a document executed by the Parties and governed by the Agreement and this Rider, which details the Services being purchased by Customer. Schedules will be numbered sequentially (e.g. Schedule 1, Schedule 2). Customer purchase orders, if any, are provided for administrative purposes only. Any preprinted terms on Customer purchase orders will not add to, modify, or have any effect on the terms of the Agreement or this Rider and are hereby rejected.

1.7 **"Services"** means the consulting, installation, implementation, training, maintenance, hosting, software-as-a-service or other services to be provided by Contractor pursuant to the Agreement or this Rider as may be set forth in a SOW or an Attachment.

1.8 **"Software"** means Supplier's proprietary software made accessible via the Cloud Services.

1.9 **"Statement of Work" or "SOW"** means a document executed by the Parties pursuant to the Agreement, which describes, the Services to be provided by Contractor under an applicable Attachment. If the Parties agree, an SOW may be incorporated into a mutually executed Schedule. An SOW may be modified upon the mutual written agreement of the Department and Contractor, provided that such modification does not increase the total cost, or maximum amount, of the Agreement.

2. ORDERING PROCEDURE. THE PARTIES AGREE THAT THE AGREEMENT AND THIS RIDER GOVERNS TRANSACTIONS WHEREBY CUSTOMER MAY PROCURE SERVICES BY THE PARTIES ENTERING A SCHEDULE. EACH PURCHASE OF SERVICES MAY ALSO BE EVIDENCED BY A SOW.

3. Warranty Disclaimer.

CONTRACTOR DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, CONTRACTOR'S EFFORTS OR ANY PRODUCTS OR SERVICES PROVIDED BY CONTRACTOR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES CONTRACTOR WARRANT THAT THE OPERATION OF THE PRODUCTS OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED IN AN ATTACHMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY CONTRACTOR TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED.

4. CONFIDENTIAL INFORMATION.

4.1 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and secure and shall use at least the same standard of care to protect the Disclosing Party's Confidential Information as the Receiving Party employs for the protection of its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party and shall not use or reproduce in any form the Disclosing Party's Confidential Information, except as required to exercise its rights and discharge its responsibilities set forth in the Agreement. The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected loss or unauthorized use, disclosure, or access of the Disclosing Party's Confidential Information of

which it becomes aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

4.2 The term "Confidential Information" does not include any information as to which the Receiving Party is able to demonstrate: (a) is, or after the date of disclosure under the Agreement becomes, generally available to the public other than as a result of any actions or omissions of the Receiving Party; (b) was already known by the Receiving Party prior to the time of disclosure under the Agreement; (c) was disclosed to the Receiving Party on a non-confidential basis by a third party that did not owe an obligation of confidentiality to the Disclosing Party; or (d) is developed by the Receiving Party, independently without use of or reference to the Disclosing Party's Confidential Information.

4.3 The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to its and its Affiliates' officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in the Agreement. Prior to such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. Without limiting the effect of the previous sentences in this Section 4.3, the Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 4 and to prevent any unauthorized disclosure of the Disclosing Party's Confidential Information by any of them. The Receiving Party shall be responsible for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

4.4 Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to an order made pursuant to applicable law, regulation or legal process, provided that (a) to the extent permitted under applicable law, the Receiving Party gives the Disclosing Party prompt written notice of such order so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) the Receiving Party provides the Disclosing Party with all reasonable assistance, at the Disclosing Party's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

4.5 Each Party acknowledges that the unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party will irreparably damage the Disclosing Party in such a way that adequate compensation could not be obtained from monetary damages alone in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Disclosing Party the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to the Disclosing Party.

4.6 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 Contractor under the 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 the Agreement. Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with the Agreement.

4.7 In the event of termination or expiration of this Agreement, upon the written request of the Disclosing Party, the Receiving Party shall: (a) promptly return to the Disclosing Party such of its Confidential Information (and all copies thereof) as the Disclosing Party may request, or upon written request from the Disclosing Party, destroy such Confidential Information and provide the Disclosing Party with written certification of such destruction; and (b) cease all further use of such Confidential Information. For the avoidance of doubt, the forgoing specifically excludes the return or destruction of Content, which is explicitly described in Section 8.5 of the Cloud Services Attachment.

5. INDEMNIFICATION.

5.1 Contractor shall indemnify, defend, and hold harmless Customer from and against any loss, cost, expense, or liability ("Losses") resulting from or arising out of a claim brought by a third party ("Third Party Claim") against Customer to the extent that such Third Party Claim alleges the infringement of such third party's U.S. patent or copyright by a Software or Service. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by Contractor at Customer's request; (b) the Software or Service being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by Contractor in writing; (c) the modification to a Software or Service by any person or entity other than Contractor; or (d) use of a Software or Service other than in accordance with its Documentation.

5.2 If a Third Party Claim for which Customer is entitled to be indemnified under Section 5.1 above has occurred, or in Contractor's opinion is likely to occur, Contractor shall, at Contractor's expense, do one of the following: (a) procure for Customer the right to continue using the affected Software or Service; (b) replace with non-infringing alternates or modify the relevant Software or Service so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Software, and refund to Customer the Fees for the affected Software depreciated or amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Software; or (d) cease providing the Service and refund any prepaid Fees applicable to the period after the Service has ceased. The collective obligations of Contractor pursuant to Section 5.1 and this Section 5.2 state the sole and exclusive liability of Contractor, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

5.3 Promptly after Customer obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under Section 5.1 above, Customer will notify Contractor of such Third Party Claim in writing, provided, however, that any failure to give

such notice will not waive any rights of Customer except to the extent that the rights of Contractor are actually prejudiced or liability increased thereby. Contractor will have exclusive control of the defense and settlement of such Third Party Claim; provided, however, that Customer may join in the defense and settlement of such Third Party Claim and employ counsel at its own expense, and will reasonably cooperate with Contractor in the defense and settlement of such Third Party Claim. Contractor may settle any Third Party Claim without Customer's written consent unless such settlement: (a) does not include a release of all covered claims pending against Customer; (b) contains an admission of liability or wrongdoing by Customer; or (c) imposes any obligations upon Customer other than an obligation to cease using any infringing items.

6. LIMITATION OF LIABILITY.

6.1 SUBJECT TO SECTION 6.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THE PURCHASE ORDER OR SOW UNDER WHICH SUCH LIABILITY AROSE.

6.2 The limitations in Section 6.1 above shall not apply to: (a) damages occasioned by the breach by either Party, including by their Representatives, of its obligations of confidentiality under Section 4 above; (b) Contractor's indemnification obligations pursuant to Section 5 above; or (c) either Party's indemnification obligations as set forth in the Contract for Services or an Attachment.

7. GENERAL PROVISIONS.

7.1 Upon reasonable prior written notice to Customer, Contractor shall have the right to audit Customer's compliance with the terms of this Rider, including the inspection of any systems, servers or locations where the Software is installed or where Services are hosted, accessed or used by Customer ("**Compliance Audit(s)**"). Compliance Audits shall be performed during Customer's normal business hours. Unless otherwise agreed by the Parties, each Compliance Audit shall be completed within ten (10) days following Contractor's delivery of notice to Customer, and Customer shall, in good faith cooperate and assist Contractor with the completion of such Compliance Audit. If

a Compliance Audit reveals that Customer's use of the Software or Services (as applicable) is in excess of the Software or Services purchased, Contractor shall invoice Customer and Customer shall, within thirty (30) days after the date of Customer's receipt of Contractor's invoice, make payment to Contractor for such additional Software or Services.

7.2 Each Party agrees that it will not, directly or indirectly, for a period commencing on the Effective Date and ending one (1) year following the expiration of the Term, without the prior written consent of the other Party, solicit or employ any person who, at any time during the Term, were employees of the other Party or its Affiliates who performed duties related to the Services performed hereunder, nor will such Party solicit or encourage any such person to terminate their employment relationship with the other Party or its Affiliate.

7.3 Neither Party shall be deemed to be in default of any provision of the Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, or act of government (each a "Force Majeure Event"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other undertaking under the Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

7.4 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of the Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

7.5 All provisions of the Agreement are severable, and the unenforceability or invalidity of any of the provisions of the Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.

7.6 Each Party shall perform its obligations in a manner that complies with all applicable laws and regulations, compliance with which is required of such Party or for which such Party is responsible hereunder.

7.7 Contractor and Customer agree that they will individually obtain any export licenses that may be required under applicable U.S. laws prior to any export or re-export of Services or information provided under the Agreement.

7.8 No provision of the Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether

express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

7.9 In the event of any conflict or inconsistency between the terms of:

(a) this Rider, and the Contract for Services, the terms of the Contract for Services shall prevail,

(b) this Rider and an Attachment, the attachment shall prevail:

(c) an Attachment and a Schedule, the Schedule shall prevail;

(d) an Attachment or Schedule and an SOW, the Schedule shall except to the extent that:

(i) an Attachment, Schedule or SOW specifically states that specified terms in the Attachment, Schedule or SOW supersede specified terms of the Attachment, Schedule, SOW, Contract for Services and/or Rider (as the case may be), in which case such superseding terms will apply only to that Attachment, Schedule or SOW, or

(ii) a SOW specifically states that specified terms in that SOW supersede specified terms of the applicable Attachment or Schedule, in which case such superseding terms will apply only to that SOW.

7.10 Following the execution of the Contract for Services by both Parties, Contractor shall have the right to issue a press release regarding its relationship with Customer (the "**Press Release**"). Contractor shall provide a draft of the Press Release to Customer for its review and, within five (5) business days following its receipt of the draft, Customer shall provide Contractor with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, Contractor agrees that it will not make, issue, or release any public statement (including the Press Release), announcement, or acknowledgement of the existence of, or reveal the status of, the Agreement or the terms or transactions provided for herein, without first obtaining the written consent of Customer.

Cloud Services Attachment

This Cloud Services Attachment ("**CSA**") is entered into by and between NICE Systems, Inc. ("**Contractor**") and Nassau County ("**Customer**") as of and the Effective Date of the Contract for Services. Except as otherwise set forth herein, defined terms used in this CSA shall have the meanings provided in the Rider.

This CSA governs Customer's purchase of Cloud Services where Customer shall subscribe to the Investigate Software -as-a service SaaS Solution.

1. **Definitions.** For purposes of this CSA, the terms listed below shall have the following meanings:

1.1 **"Added Cloud Components"** means additional Components to Software purchased by Customer during the Subscription Term.

1.2 **"Cloud Service(s)"** means the SaaS Solutions.

1.3 **"Component(s)"** means the licensing metrics of Software identified in a Schedule.

1.4 **"Content"** means data provided by, or on behalf of, Customer in connection with a Cloud Service.

1.5 **"Go-Live Date"** means the date corresponding to the earlier of: (a) the date of Contractor's notice to Customer that the Cloud Services or any Added Cloud Components are available for use by Customer; or (b) three (3) months following the effective date of the particular Schedule for Cloud Services.

1.6 **"Hosting Environment"** means the secure infrastructure, technology, and operating environment provided by Contractor for the Software and hosting Content.

1.7 **"Professional Services"** means the configuration, implementation, business consulting, or training services that may be provided by Contractor pursuant to this CSA, as may be set forth in a Statement of Work or Schedule.

1.8 **"SaaS Solution(s)"** means a software-as-a-Service solution provided by Contractor as a subscription based Service to access the Software via the Hosting Environment.

1.9 **"Set-Up Fee(s)"** means the Fee to be paid by Customer for the set-up of the Hosting Environment.

2. **Schedules for Cloud Services.** Commencing on the Go-Live Date and for the duration of the Subscription Term, Contractor will provide the applicable Cloud Services that Customer has purchased from Contractor. Each Schedule for Cloud Services shall specify the: (a) type of Software; (b) type of Cloud Service; (c) type and quantities of Components; (d) duration of the Subscription Term; (e) Set-up Fees, if any; (f) Professional Services Fees, if any; and (g) any applicable maintenance Services and the Fees and the duration of such maintenance Services.

3. **Ownership Rights.**

3.1 **By Contractor.** As between Contractor and Customer, Contractor has sole ownership of all intellectual property rights in and to: (a) the Cloud Services, the Software, and Documentation; (b) the trademarks, service marks, and trade names associated with the Software and Cloud Services; and (c) all other Contractor supplied material developed for use in connection with the Software or the Cloud Services generally, exclusive of the Content. In addition, Contractor shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Cloud Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including employees and/ or independent Agent of Customer, relating to the operation of the Cloud Services. Any rights not expressly granted herein are reserved by Contractor.

3.2 **By Customer.** As between Contractor and Customer, Customer has sole ownership of the Content, including all intellectual property rights related thereto. During the Subscription Term, Customer grants to Contractor a limited, non-exclusive, non-sub licensable, non-transferable license to use, copy, store and display the Content solely to the extent necessary to provide the Cloud Services to Customer.

3.3 **Use of Data.** By executing any Schedule, Customer consents and agrees to the collection and use of certain information about Customer and Customer's use of the Cloud Services in accordance with Contractor's Privacy Policy located at www.nice.com/websites/evolvewfm/privacy-policy.html. Customer further consents and agrees that Contractor may collect, use, transmit, process and maintain information related to Customer's account and any registered devices or computers for the purposes of providing the Services. As such, Contractor may collect technical, aggregate statistics, sales, and traffic patterns related to or resulting from Customer's use of the Cloud Services that may be used by Contractor to support, improve, and enhance the Cloud Services. Contractor will not sell, rent, or lease Customers' personally identifiable information to others. Customer acknowledges and consents that Contractor may share the Content with the Hosting Provider set forth in the Schedule that are acting on Contractor's behalf. Contractor reserves the right to use Content to investigate and help address and/or prevent actual or potential unlawful activity that threatens Contractor. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, Contractor may disclose Content.

4. **License to the Cloud Services.** During the Subscription Term, and subject to the terms of this CSA, Contractor grants to Customer a non-exclusive, non-transferable, license to access the Cloud Services for Customer's internal business purposes, together with the Documentation, to support the Components for which Customer has paid the associated Fees. No title or ownership of the Software, Cloud Services or Documentation is transferred to Customer by virtue of this CSA. The Software, Cloud Services, Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein are owned or licensed for distribution by Contractor. The Software, Cloud Services and Documentation contain material that is protected by United States copyright law and trade secret law. All rights not expressly granted to Customer herein are reserved to Contractor. Customer shall not remove any proprietary notice of Contractor from any copy of the Documentation. Customer may make a reasonable number of copies of the Documentation for Customer's internal business purposes, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by Contractor.

5. **Restrictions on Access and Use of the Cloud Services.** Customer shall not: (a) lease, loan, rent, sell, resell, license, sublicense, transfer, assign, distribute, or make the Cloud Services, or any part thereof, available to any third party in any way, or otherwise use the Cloud Services on a service bureau basis; (b) use the Cloud Services for any purpose other than Customer's internal business; (c) use the Cloud Services to create, edit, or display materials or content other than the Content; (d) modify or create any derivative product, service or work based upon the Software or Cloud Services; (e) create any unauthorized Internet "links" to the Software or Cloud Services or "frame" or "mirror" any content of the Software or Cloud Services on any other server or wireless or Internet-based device; (f) reverse engineer or access the Software or Cloud Services in order to (i) build or create a competitive product or service, (ii) build or create a product or services using similar ideas, features, functions or graphics of the Software or Cloud Services; or (g) copy any ideas, features, functions or graphics of the Software or Cloud Services. Customer is solely responsible to monitor Customer's use of the Cloud Services for possible unlawful or fraudulent usage, and shall notify Contractor immediately if it becomes aware or has reason to believe that Cloud Services are being stolen or fraudulently used. Customer acknowledges and agrees that its failure to notify Contractor may result in the termination or suspension of the Cloud Services and additional charges to Customer.

6. **Invoicing.**

6.1 Contractor shall invoice Customer as follows: (a) for Set-Up Fees, on the effective date of the Schedule; (b) for the Cloud Services, to be provided during the Initial Subscription Term, as well as for any Added Cloud Components, upon the date specified in the applicable Schedule.

6.2 **Professional Services.** Professional Services will be invoiced monthly in arrears to the extent the professional Services are provided on a time and material basis and upon completion of such professional Services to the extent the professional Services are provided on a fixed price basis. The cost for such professional Services shall be subject to the prior written approval of the Department. Notwithstanding the foregoing, any professional Services that result in an increase to the cost, or maximum amount of this Agreement will require an amendment to this Agreement.

6.3 Notwithstanding anything stated to the contrary in the Agreement or the Rider, the Cloud Services are non-cancelable by Customer, except with respect to an uncured material breach by Contractor in accordance with Section 11 of the Contract for Services. If Customer elects to cease using the Cloud Services during the Subscription Term, Customer shall: (i) continue to be liable for payment of the Cloud Services Fees; and (ii) not be entitled to any refund of any pre-paid Cloud Services.

7. **Warranty.**

7.1 **Contractor Warranties.** During the Subscription Term, Contractor warrants to Customer that: (a) Contractor is the owner or authorized distributor of the Software and Documentation and has the right and authority to supply the Cloud Services in accordance with this CSA; (b) the Software running in the Production (as defined in Exhibit 1) environment of the Cloud Services does not contain any virus or disabling code knowingly introduced by Contractor; and (c) all professional Services performed pursuant to this CSA will be performed in a professional and

workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

7.2 Sole Remedies. Customer's sole and exclusive remedies for Contractor's breach of the warranties in Section 7.1 above, are as follows: (a) for a breach of the warranty in Section 7.1(a), the indemnity in Section 8 of the Contract for Services; (b) for a breach of the warranty in Section 7.1(b), the prompt removal by Contractor of any such virus or disabling code at Contractor's sole cost and expense; and (c) for a breach of the warranty in Section 7.1(c), the re-performance by Contractor of the applicable professional Services at Contractor's sole cost and expense.

7.3 Customer Warranties. Customer warrants to Contractor that: (a) Customer is the owner or authorized licensee of the Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Content; (b) the Content and Customer's use of the Cloud Services at all times complies with the terms of this CSA; (c) Customer shall not use the facilities or capabilities of the Cloud Services to conduct any illegal activity, solicit the performance of any illegal activity, or engage in any other activity which infringes upon the rights of Contractor or any third party; and (d) the use by Customer of the Cloud Services and the Content shall be in compliance with all applicable federal and state laws, rules and regulations, including, as applicable, the Telephone Consumer Protection Act of 1992 ("**TCPA**"), and any other federal or state telecommunications, telemarketing or commercial electronic messaging laws, and that no material advertising the commercial availability or quality of any property, goods or services shall be transmitted to any person without that person's prior knowledge in violation of the TCPA. If Customer breaches any of the warranties contained in this Section, Contractor may, in addition to any other rights it may have in law or equity, exercise its right to suspend or terminate Customer's access to the Cloud Services and Software in accordance with Section 8.3 below.

7.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CONTRACTOR DOES NOT, AND CANNOT, CONTROL THE FLOW OF DATA TO OR FROM CUSTOMER'S INTERNET HOSTS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS DURING WHICH CUSTOMER'S CONNECTION TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH CONTRACTOR WILL USE REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CONTRACTOR DOES NOT GUARANTEE THAT SUCH DISRUPTIONS OR IMPAIRMENTS WILL NOT OCCUR. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

8. Subscription Term; Termination

8.1 Subscription Term. The initial term of the Cloud Services shall commence on the Go-Live Date and shall continue for the length of time set forth in the applicable Schedule ("**Initial Subscription Term**"). The Initial Subscription Term shall be automatically extended for an additional period of time equal in length to the then-currently expiring term of the Cloud Services (each a "**Renewal Term**") at Contractor's then-current Fees. The Initial Subscription Term and any

Renewal Term shall be collectively referred to as the "**Subscription Term**". During the Subscription Term the Parties agree that: (i) the CSA alone shall describe the maintenance Services provided by Contractor for the Cloud Services; and (ii) Customer shall remain current on the Fees for maintenance Services. Notwithstanding the foregoing, Customer may, at least sixty (60) days prior to the conclusion of the then-current Subscription Term, advise Contractor in writing that either: (A) Customer does not wish to renew the Subscription Term, in which case Customer's subscription to the Cloud Services shall expire as of the conclusion of the Subscription Term; or (B) Customer desires to renew the Subscription Term for a different length of time than the expiring Subscription Term.

8.2 Added Cloud Components shall be subject to this CSA on the Go-Live Date associated with such Added Cloud Components. Customer will be responsible for any additional Fees associated with any Added Cloud Components, which may include Software license Fees (in the case of the expansion to an existing Hosting Service), Set-up Fees, Cloud Services Fees and professional Services Fees.

8.3 **Suspension by Contractor.** Contractor may suspend Customer's license and access to the Cloud Services subject to the following terms:

(a) In addition to Contractor's rights under the Agreement, if any amounts, which are not the subject of a good faith dispute, remain unpaid for fifteen (15) days after the invoice date due, Contractor may, at its option, suspend Customer's license and access to, and cease providing the Cloud Services (including any maintenance Services) or any professional Services then being performed for Customer until such time as Customer's account is made current.

(b) Contractor may suspend access to the Cloud Services if Contractor has a good-faith reason to believe that Customer is using the Cloud Services in a manner that may cause immediate and ongoing harm to Contractor or to a third party, including actions that violate applicable laws. If Contractor becomes aware of such actions, it will immediately notify Customer of the activity, and either allow Customer to cease the activity, or immediately suspend the Cloud Services. Notwithstanding the foregoing, Contractor may suspend Customer's access to the Cloud Services without notice if it determines that immediate action is warranted to prevent any harm to Contractor, the Cloud Services, or any third party. Contractor will have no liability for suspension or termination of the Cloud Services with or without notice, provided that any such determination was made in good-faith.

8.4 **Resumption of the Cloud Services.** Customer's resumption of access to the Cloud Services following a suspension by Contractor for the reasons set forth in Section 8.3 above shall not extend the then-current Subscription Term. Customer may be subject to a reconnection Fee and applicable retraining Fees, and must pay all Fees prior to such resumption.

8.5 **Effect of Termination.** Upon termination of this CSA, the Agreement or termination or expiration of the Subscription Term: (a) all licenses and rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Cloud Services; (b) Customer shall pay all outstanding invoices associated with Customer's account; and (c) Contractor shall return Customer's Content and Customer shall reimburse Contractor the actual costs incurred for such return.

9. **Customer Indemnification of Contractor.** Customer shall indemnify, defend, and hold harmless Contractor from and against any Losses resulting from or arising out of any Third Party Claim brought against Contractor to the extent that such Third Party Claim alleges that the Content

or any portion thereof, infringes any intellectual property rights of a third party. Customer shall also indemnify, defend and hold harmless Contractor from and against any Losses or fines or other monetary penalties imposed on Contractor by any regulatory authority resulting from or arising out of any Third Party Claim or other proceeding brought against Contractor to the extent that such Third Party Claim or proceeding alleges violations of any applicable laws, rules and regulations, including, as applicable, the TCPA or any other telecommunications, data privacy, and/or telemarketing laws by the Customer. The indemnification procedure set forth in the Agreement shall also apply to Third Party Claims as described in this Section.

Exhibit 1 to the Cloud Services Attachment

1. **Definitions.** For purposes of this Exhibit, the words below shall have the following meanings:

"Availability" means the availability of a Cloud Service in Production during the Hours of Operation excluding Excusable Downtime.

"Excusable Downtime" means and includes: (a) maintenance Services performed during the Maintenance Windows, as defined in this Exhibit; (b) unscheduled maintenance Services performed up to sixteen (16) hours per month; (c) any time spent by Contractor in its performance of any additional services requested by Customer pursuant to Section 3 of this Exhibit 1; (d) Customer-caused outages or disruptions; (e) outages caused by software or hardware not provided or controlled by Contractor; (f) outages caused by disruptions attributable to Force Majeure Events; (g) outages caused by configuration changes not made by Contractor; or (h) any downtime experienced by the Cloud Services in accordance with Section 5 of this Exhibit 1.

"Extended Hours" means twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

"Hours of Operation" means the timeframe that the Cloud Services will be subject to Availability.

"Production" means an operational environment used for the purpose of handling live interactions, data processing, or Customer's fulfillment activities.

"Standard Hours" means Monday through Friday 8AM to 5PM, relevant data center local time.

2. **General.** Contractor shall maintain one (1) Production instance of the Cloud Services during the Hours of Operation to meet the service levels, as further described in Exhibit 2. Contractor shall provide the necessary technical infrastructure, and maintenance Services thereof, to deliver the Cloud Services in accordance with the Schedule.

3. **Customer Responsibilities.** During the Subscription Term, Customer shall ensure the following requirements are met:

3.1. Designated Contact shall initiate a request for technical assistance ("**Case(s)**") through the Internet link <http://wiser.nice.com>, or by calling (800) 642-3611.

3.2. Customer shall supply all Content for the Cloud Services and shall be responsible for providing such Content in a form as designated by Contractor (i.e., a form requiring no additional manipulation by Contractor). Contractor reserves the right to reject the Content if it is not "server-ready". Contractor will not validate any of the Content for accuracy, correctness or usability. If Contractor becomes aware that any Content may be obscene, defamatory or fraudulent, violate any law or regulation or infringe any third party intellectual property rights, Contractor shall promptly notify Customer and Customer shall remove such Content. If either Party disputes the removal of any Content, the Parties shall attempt in good faith to resolve such issue, provided that Contractor reserves the right, subject to reasonable notice and opportunity for Customer to cure, to remove any Content at any time from the Cloud Services or to terminate this CSA pursuant to the terms of Section 11 of the Agreement or suspend the Cloud Services pursuant to Section 8.3 of the CSA.

3.3. Customer will assign at least two (2), but not to exceed ten (10), trained Customer personnel who shall be made available to Contractor for any issues in the Cloud Services ("**Designated**").

Contact(s)). Each Designated Contact shall assist, and cooperate with, Contractor, and shall handle issues raised by the Customer subject to the agreed upon support and escalation processes. Customer shall provide Contractor with the names and contact information for all Designated Contacts including any changes from time to time. Prior to contacting Contractor's helpdesk, Designated Contacts shall: (a) act as a primary point of contact for users of the Cloud Services, Contractor and the Data Source owners; (b) attend to any non-technical issues raised by users; (c) determine technical versus non-technical issues, and resolution of such non-technical issues; and (d) supervise all Cases opened with the Contractor helpdesk, including initiating a helpdesk Case with Contractor and accurately reporting the details of such Cases.

3.4 Customer will provide a mechanism for Customer employees to access the Cloud Services and be responsible for the confidentiality, security, use and unauthorized disclosures, if any, of the login IDs. A login ID or password may be terminated by Customer or by Contractor upon evidence of possible improper use.

3.5 Customer shall cease using the Cloud Services during the Maintenance Windows utilized by Contractor for Cloud Services maintenance.

4. **Releases.** New releases of the Software shall be provided to Customer if and when they are commercially available.

5. **Additional Services or Excessive Utilization.** Any services, which are not specifically included in this CSA and that Customer wishes Contractor to perform shall be at an additional cost to Customer and shall be performed, if at all, pursuant to a separately executed Statement of Work between the Parties. Customer will notify Contractor no less than sixty (60) days prior to any increase in the number of Components that Customer would like to use, and subject to written agreement between the Parties. Customer will be responsible for any additional Fees for such Components which shall be deemed Added Cloud Components in accordance with Section 8.2 of the CSA. Notwithstanding the foregoing, any additional services or excessive utilization that result in an increase to the cost, or maximum amount, of this Agreement will require an amendment to this Agreement.

6. **Exclusions.** Contractor shall have no obligation to provide the Cloud Services if an incident, or other anomaly experienced by the Cloud Services, is the result of use of the Cloud Services other than as specified in the Documentation or the Agreement. Contractor's performance shall be excused to the extent that the Cloud Services is affected by causes outside of Contractor's direct control, such as, electrical interference, any interruption of communications lines, links or facilities, backbone congestions, stoppages, slow downs, or any other third party network performance.

Exhibit 2 - Service Level Agreement

1. For the Cloud Services, Contractor shall perform the services as follows:

Severity Level	Definition	Examples
1. Critical (System Down)*	I. Customer unable to perform mission critical functions directly related to the Cloud Service. II. No workaround.	A. The Cloud Service is completely unusable, or a latency that causes the Cloud Service to be unusable. B. The majority of users cannot login. C. Data integrity issues.
2. High (System Impaired)*	I. A significant failure, or the severe limited usability, of a major feature or function. II. No workaround.	A. Service interruptions to some but not all functionality. B. Alerts not being generated
3. Medium (Minor Impact)	I. Multiple users impacted by a moderate loss of the Cloud Service. II. Critical or High impact on a non-Production Cloud Service. III. A workaround exists.	A. Functional limitations which are not critical to Customer's daily operations (e.g. reports not being generated). B. Moderate degradation in function, or feature performance.
4. Low (Informational)	I. Minor loss of the Cloud Service features. II. Inquiries III. Medium or Low impact on non-Production Cloud Service.	A. There is no significant Customer impact. B. Non-Critical or minor loss of functionality or features.

*Reserved for Production Cloud Service only.

2. Contractor shall respond to a Case within the timeframe specified in the table below.

Severity	Response Times
1	60 minutes
2	120 minutes during Customer's business day
3	Next business day
4	Next business day

3. Contractor will maintain Availability of the Cloud Services in the Production environment as follows:

Software	Service Level for Production Availability	Hours of Operation
Contractor Investigate	99.9%	Extended Hours

4. Contractor shall use commercially reasonable efforts to perform maintenance on the Cloud Services during the time frames provided in the table below ("Maintenance Window(s)").

Maintenance Windows Criticality	Advanced Notice	Contractor Maintenance Windows (relevant data center time)	Nexidia Maintenance Windows
Standard	7 Days	Tuesday and Thursday 11:00 PM to 3:00 AM	Tuesday and Thursday 11:00 PM to 3:00 AM
Extended	30 Days	Sunday 2:00 AM to 10:00 AM	9:00 PM ET Friday through Sunday 11:59 PM (unless otherwise mutually agreed to by the Parties)
Emergency	24 Hours, if reasonable, otherwise immediately following Contractor's awareness of an Emergency.	Nightly 10:00 PM to midnight	Nightly 11:00 PM to 3:00 AM

[End of Cloud Services Attachment]

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/24/2019

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

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

PRODUCER Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED NICE Systems Inc. Attn: Kevin Barresi Waterfront Corporate Center III 221 River Road, 10th Floor Hoboken, NJ 07030	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company	
	INSURER B: Transportation Insurance Company	
	INSURER C: Continental Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC #
		20508
		20494
		35289

COVERAGES**CERTIFICATE NUMBER:** W13025589**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 0
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation & Employers Liability					E.L. Each Accident \$1,000,000
	Per Statute					E.L. Disease-Each Emp \$1,000,000
						E.L. Disease-Pol Limits \$1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDERNassau County
1490 Franklin Avenue
Mineola, NY 11501**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 18566119

BATCH: 1379774

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.		NAMED INSURED NICE Systems Inc. Attn: Kevin Barresi Waterfront Corporate Center III 221 River Road, 10th Floor Hoboken, NJ 07030	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Nassau County is included as Additional Insured on the General Liability policy as required by written contract.

INSURER AFFORDING COVERAGE: Continental Insurance Company

NAIC#: 35289

POLICY NUMBER: 6014022848 EFF DATE: 06/27/2019 EXP DATE: 06/27/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease-Each Emp	\$1,000,000
Per Statute	EL Disease-Pol Limits	\$1,000,000

B-17-19

Additional Info

Additional Information

B-17-19

Summary of Bids

RECEIVED
CLERK OF THE LEGISLATURE
2019 NOV -4 A 11:01

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

B90623-02G - General Contracting
Nassau County Family and Matrimonial Courts Phase II

9/3/2019

Bid Opening: 9/3/2019

Engineer: Robert LaBaw Phone: (516) 571-6812

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
B & A Restoration, Inc.	40 Willis Avenue, Suite 200 Syosset, NY 11791	Philadelphia Indemnity Insurance	10% Amt Bid	\$85,600,000.00	\$0.00
AWL Industries, Inc.	460 Morgan Ave Brooklyn, NY 11222	Western Surety Company	10% Amt Bid	\$91,530,000.00	\$0.00
Leon D. De Matteis Construction Corp.	820 Elmont Road Elmont, NY 11003	Travelers Casualty and Surety C	10% Amt Bid	\$92,540,000.00	\$0.00
Citnalta Construction Corp.	1601 Locust Avenue Bohemia, NY 11716-2162	Travelers Casualty and Surety C	10% Amt Bid	\$93,248,000.00	\$0.00
Delric Construction Co., Inc.	845 Belmont Avenue North Haledon, NJ 07508-2358	Liberty Mutual Insurance Comp	10% Amt Bid	\$103,417,000.0	\$0.00
Forté Construction Corp.	926-C Lincoln Avenue Holbrook, NY 11741	Philadelphia Indemnity Insurance	10% Amt Bid	\$105,555,000.0	\$0.00

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