

E-63-16

## Contract Details

SERVICE Job Distribution Network

NIFS ID #: CQSS15000121

NIFS Entry Date: 12/28/15 Term: from 12/18/15 to 12/17/16

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

## Agency Information

Vendor		County Department
Name CareerArc Group LLC dba TweetMyJobs.com	Vendor ID# 270990681	Department Contact Michael A. Kanowitz
Address 2600 W. Olive Avenue, Suite 710 Burbank, CA 91505	Contact Person Brendan Cotter Email :	Address 60 Charles Lindberg Blvd.
	Phone 978 580-0054 Fax:	Phone 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/29/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	12/31/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/7/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/7/16	<i>[Signature]</i>	
1/7/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/7/16	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/7/16	<i>[Signature]</i>	
	Rules <input checked="" type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
3/2/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/2/16	<i>[Signature]</i>	

## Contract Summary

<b>Description: Maintenance and Support of a Job Distribution Network: Nassau County TweetMyJobs.com</b> <b>Purpose:</b> Nassau County requires a job distribution network for job seekers and employers utilizing social media. The Job Distribution Network will provide a social solution for job seekers by integrating social media tools into a next-generation job search tool. The goal is to create users that can take advantage of their existing social network connections to get personally introduced to hiring employers. The system will also be the gateway for employers to post jobs to social networks. Utilizing a social network Interface, employers can advertise opportunities and promote their brand through social media and the major job search engines. This no cost employment job search engine for Nassau County will save small business owners potentially millions of dollars in search for qualified employees by saving the wasted time and advertising expense to find them. The job search engine will also save time for constituent employees by matching them with only jobs that fit their specific skill set.
<b>Method of Procurement:</b> Contractor was originally obtained through a competitive solicitation via RFP # IT0201-1204 (February 2012) CareerArc Group, LLC is the sole source provider for this service that has sufficient experience, skill, or knowledge to deliver the service required by Nassau County in a timely manner. (See attached)
<b>Procurement History:</b> The contract was entered into pursuant to County IT RFP # IT0201-1204 (February 2012). Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. One (1) potential proposer requested copies of the RFP. Proposals were due February 29, 2012. Two (2) proposals were received and evaluated. The evaluation committee consisted of Ed Eisenstein, Carl Bejarano, Donna Neiland and Anthony Paganini from IT and William Florio and Douglas Pascarella from the Office of the County Executive. The proposals were scored & ranked; the highest ranking proposer was selected (Career Arc). Rules Resolution RES# 249-2012
<b>Description of General Provisions:</b> The Contractor shall provide services to the County which shall include, but are not limited to: maintenance and support of a customized job search portal, dashboard, landing page, branding and marketing and training, and client support and maintenance. Nassau County TweetMyJobs.com
<b>Impact on Funding / Price Analysis:</b> County 30% Federal 50% State 20%
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:IT/DSS	GEN
Control:	26
Resp:	2600
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$33,300.00
Federal	\$55,500.00
State	\$22,200.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 111,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSgen2600/DE500	\$111,000.00
2		\$
3		\$
4	<i>J. Imato 1/7/16</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 111,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>3/2/16</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES AND CAREERARC GROUP  
LLC D/B/A TWEETMYJOBS.COM

WHEREAS, the County has negotiated a personal services agreement  
with CareerArc Group LLC d/b/a TweetMyJobs.com to maintain and  
support a customized web portal for job seekers and employers utilizing  
social media, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with CareerArc Group LLC d/b/a TweetMyJobs.com.

CareerArc is the only source for this service that has sufficient experience, skill, or knowledge to deliver the service required by Nassau County in a timely manner

- CareerArc is the only source of a branded career site that links local employers and job seekers, designed for the public sector as host (<http://nassau.careerarc.com>)
- While job aggregators and sites such as Monster.com and CareerBuilder are similar, only CareerArc provides a website branded for local government as host, allowing free registration of employers and job seekers, oriented to local jobs, and leveraged by social media

There are no other goods or services that provide the equivalent or similar benefits. Career Arc provides unique benefits for Nassau County as well as County-based employers and job seekers

Nassau County benefits:

- “Free” access for employers and job seekers (the County pays at a discounted rate)
- A branded career site (Nassau Works)
- Geo-targeted job openings using Nassau County zip codes
- Web (cloud-based) and mobile application
- Website hosting and technical support
- Marketing activities (brochures, job fair participation etc.)
- Nassau Works is an important element of Nassau County’s social media strategy ([nassaucountyny.gov/486/Social-Media](http://nassaucountyny.gov/486/Social-Media))
- Nassau has invested in the Nassau Works brand and marketing materials (posters, fliers, brochures, interior bus cards etc.)

Employer benefits:

- Free job postings (the County pays at a discounted rate)
- Employers benefit from links to social recruiting sites, leveraging Facebook, Twitter, LinkedIn and Job Aggregators (where potential employees are found)
  - Twitter: Distribute across 11,000+ Twitter job channels with search-optimized tweets
  - LinkedIn: Automated recruiter profile job postings
  - Facebook: Encourage referrals with TMJ for Pages and Who? Button
  - Job Aggregators: Get your jobs distributed to the leading job aggregators
- Geo-targeted job openings
- Recruit and hire employees with social media

Job Seekers:

- Job seeker user interface

- Mobile application
- Link to Job Aggregators
- Tweets, emails etc.

*The costs of the goods and services are reasonable in light of the benefits*

- As this is a unique service offered to employers & job seekers by Nassau County, cost comparison is difficult
- However, Nassau Works provides free job positing service to Nassau-based employers. Monster.com charges employers \$395 to post a single job ad for a 60-day job period: CareerBuilder charges \$359.00
- To date, Nassau-based employers have posted 1,779 local jobs. On Monster.com, employers would have paid \$702,705. The three year aggregate budget for CareerArc is \$333,000
- CareerArc currently has nine public sector customers including Nassau; Newark, NJ; Town of Ramapo, NY; Columbia, SC; Houston, TX; Atlanta, GA; and Albany County, NY

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: CareerArcGroup, LLC d/b/a TweetMyJobs.com

CONTRACTOR ADDRESS: 2600 W. Olive Blvd., Suite 710, Burbank, CA 91505

FEDERAL TAX ID #: 270990681

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

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

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

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

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

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

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

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

- ☐ 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. (SOLE SOURCE PROVIDER)
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

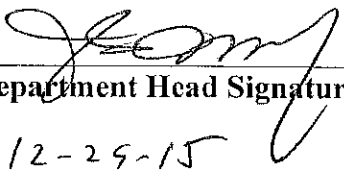
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

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

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

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

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

  
\_\_\_\_\_  
**Department Head Signature**  
12-29-15  
**Date**

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: CareerArc Group, LLC d/b/a TweetMyJobs.com

Service Provided: Job Distribution Network

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: THOMAS BROOKS, MANAGEMENT ANALYST III

Date: 12/30/15

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.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 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 DSS 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

If rated 3 or lower & Yes checked, please explain below:

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## 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 DSS 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 DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS 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 DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: December 30, 2015

**Subject: CareerArc Group, LLC d/b/a TweetMyJobs.com (Job Distribution Network Services)**  
New Contract 2015- 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 15, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.  
10099  
126173





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

December 15, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: CareerArc, LLC d/b/a TweetMyJobs.com  
Job Distribution Network Services Contract 2015- 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to be "S/".

Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE  
13792  
125909

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of December 18, 2015 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) CareerArc Group LLC d/b/a TweetMyJobs.com having its principal office at 2600 W. Olive Ave. Suite 710, Burbank, California 91505 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence upon December 18, 2015 and shall continue for a period of one (1) year, unless terminated sooner in accordance with the provisions of this Agreement ("Term"). Notwithstanding the foregoing, the County may, in its sole discretion, renew the maintenance and support services for four (4) additional one (1) year periods, subject to the approval of the Rules Committee of the Legislature.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of maintaining and supporting a customized web portal for job seekers and employers utilizing social media. Such services are itemized in the "TweetMyJobs Government Platform-Contractor Services", which is incorporated herein by reference and attached hereto as Appendix A (the "Services").

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for all Services provided under this Agreement shall not exceed One Hundred and Eleven Thousand and 00/100 Dollars (\$111,000.00) ("Maximum Amount"). The Maximum Amount shall be payable in twelve (12) equal monthly installments of Nine Thousand Two Hundred Fifty Dollars and 00/100 (\$9,250.00) by County.

(i) In the event that the County elects to extend this Agreement for the purpose of receiving maintenance and support services beyond the initial Term, the Maximum Amount shall be increased by not more than One Hundred and Eleven Thousand and 00/100 Dollars (\$111,000.00) in any renewal term ("Maintenance Fee").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b)

certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County. The County shall use best efforts to pay within forty-five (45) days of receipt and approval by the Comptroller of such Vouchers.

(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.

#### 4. Proprietary Rights; Access to Services.

(a) Contractor and/or its licensors retain all right, title and interest in and to their Services and their related documentation and materials, including, without limitation, all of Contractor's patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Services, whether such rights are registered or unregistered, and wherever in the world those rights may exist. Excluding the County Marks, Contractor materials embodied in, or comprising the Services, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Services and its content, and the trademarks, service marks, proprietary logos and other distinctive Contractor brand features found in the services ("**Contractor Marks**"), are all owned by Contractor or its licensors; Licensee is expressly prohibited from using the Contractor Marks in any manner not authorized by this Agreement. There are no implied rights or licenses in this Agreement. All rights are expressly reserved by Contractor.

(b) Upon acceptance by Contractor of this Agreement, Contractor grants to County during the Term a limited, non-exclusive, revocable, non-transferable license to access the Services, specifically the TweetMyJobs Web Portal and Data Analytics, subject to the terms and conditions herein. Any use of the Services not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, the County is expressly prohibited from: (i) facilitating access to, or allowing, the Services to be used by any party other than County; (ii) sublicensing, reselling, or commercially exploiting the Services or any portion thereof; and (iii) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Services or any part thereof. County agrees to maintain a reasonable system of controls that will protect the integrity of the Services and prevent unauthorized usage.

#### 5. Ownership and Control of Work Product

(a) The County will retain copies of all aggregate data / analytics reporting provided to it during the term of this Agreement.

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

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

8. Compliance With Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor makes no representations or warranties that the Services comply with the laws of any country outside the United States.

(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 Certificate of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the Certificate's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to

notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

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

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

10. Warranties; Disclaimers; Limitations.

(a) The Contractor warrants and represents that the TweetMyJobs Web Portal and all other Services to be furnished by the Contractor under this Agreement will function properly and conform to the descriptions and specifications set forth in the TweetMyJobs Government Platform Contractor Services, attached hereto as Appendix A. Contractor represents and warrants that the software provided pursuant to this Contract contains no known viruses. Except as expressly set forth herein, Contractor makes no other warranties of any kind, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.



If the TweetMyJobs Web Portal fails to comply with the warranty as stated in Section 8(a), the Contractor shall repair Defects (as defined in Section 8(c)) as necessary to bring the TweetMyJobs Web Portal into compliance with such warranty at no cost to the County. The Contractor shall make such warranty repairs within two (2) days following notification by the County or such longer period as may be necessary as mutually agreed between the Contractor and the County.

(c) A "Defect" shall be any material reproducible and demonstrable malfunction or failure to meet or nonconformity with the TweetMyJobs System documentation. A Defect shall not include a piece of functionality within the TweetMyJobs Web Portal performing in a manner for which it was not designed, and the Contractor shall have no obligation under this Article to make warranty repairs attributable to, the County's negligent use or modification of the TweetMyJobs Web Portal; the County's failure to use corrections or enhancements made available by the Contractor at no cost to the County (provided Contractor notified County of said corrections or enhancements); the quality or integrity of data from other automated or manual systems with which the TweetMyJobs Web Portal interfaces; or operation or utilization of the TweetMyJobs Web Portal in a manner not contemplated by this Agreement.

(d) Prior to bringing a claim under the warranty the County shall give the Contractor thirty (30) days in which to re-perform the Services and/or correct the TweetMyJobs Web Portal to which the claim relates. If the Contractor is unable for any reason to re-perform the Services and/or correct the TweetMyJobs Web Portal as warranted, the Contractor shall be liable to the County for the full cost to re-perform the Services and/or correct the TweetMyJobs Web Portal.

(e) If the Contractor is unable for any reason to repair a Defect as warranted, the Contractor shall be liable to the County for an amount that shall not exceed the aggregate fees paid by the County to Contractor under this Agreement pursuant to Section 10(h).

(f) The warranties set forth herein shall survive any termination of this Agreement in accordance with the stated warranty term(s).

(g) Free and Clear Title. The Contractor has free and clear title (including all proprietary rights) to any property licensed hereunder (other than embedded third-party software) and that it has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Contractor shall not create or permit the creation of any lien, encumbrance, or security interest in any product sold, rented, leased, or licensed hereunder. The Contractor represents and warrants that, to its knowledge, as advised by counsel, the licensed software, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

(h) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Except for a party's gross negligence or willful misconduct arising in connection with this Agreement, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement or otherwise, shall be limited to the aggregate fees paid by County to Contractor under this Agreement during the twelve (12) month period immediately prior to the event, act or omission giving rise to such liability. The parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the parties, and that this

Section is an essential element of the basis of the bargain between the parties and that in its absence, the economic terms of this Agreement would be substantially different.

11. Ownership of County Data.

(a) County Data. All County 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) shall remain the property of the County. The Contractor shall not use the County data other than in connection with providing the Services pursuant to and in accordance with this Agreement.

12. Patent/Copyright Claims.

(a) The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with this Agreement directly relating to any claim for any infringement by the deliverables of any U.S. copyright, trade secrets, trademark or existing U.S. patent rights. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit (ii) the opportunity to take over, settle, defend such action, claim or suit at the Contractor's sole expense and discretion, and (iii) assistance in the defense of any such action at the expense of the Contractor.

(b) In addition to the foregoing, if the use of any deliverable(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using such deliverable(s) or part (s) thereof, as applicable; (ii) to modify the deliverable so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said deliverable(s) or part(s) thereof, as applicable, with non-infringing deliverable(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement for the infringing deliverable(s).

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

13. 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 in connection with this Agreement, 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.

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

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

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

15. 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"), such consent not to be unreasonably withheld or delayed and will be based solely upon the County Executive's review of the proposed assignee's creditworthiness and ability to continue services., 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.

16. Change Orders. A Change Order is any change to either the scope and/or dollar value of the contract.

(a) Change Order Requirement. A Change Order shall be required to authorize an amendment of the Agreement in either scope and/or dollar value. A Change Order request shall be initiated by the Contractor or the County. No work requested in the Change Order may be performed until the Change Order is approved by the designated County committee and, if necessary, by the County Legislature.

(b) Legislative Approval. Any Change Order Request that either: (i) increases the total amount payable under this Agreement; or (ii) that extends the duration of the Agreement longer than one (1) year shall be subject to approval by the Nassau County Legislature.

#### 17. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By The Contractor. This Agreement may be terminated by the Contractor for County's breach of this Agreement upon notifying County in writing of said breach and allowing County thirty (30) days to cure breach. If said breach cannot be cured within thirty (30) days, than a reasonable time period for cure shall be mutually agreed by Contractor and County.. This Agreement may also 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.

18. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost

Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19. 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.

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

21. 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.

22. 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 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.

23. 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.

24. 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.

25. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three and 00/100 Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

26. 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.

27. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

27. 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 communications or agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CAREERARC GROUP LLC d/b/a TWEETMYJOBS.COM

By: Robin D. Richards  
Name: Robin D. Richards  
Title: CEO  
Date: 12/21/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

125896



STATE OF CALIFORNIA)

COUNTY OF Los Angeles )ss.:

On the 21 day of December in the year 2015 before me personally came Robin Richards to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Los Angeles; that he or she is the Chairman & CEO of Career Arc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF NASSAU )ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## APPENDIX A

### TWEETMYJOBS GOVERNMENT PLATFORM – CONTRACTOR SERVICES

#### Job Seekers

Objective: To provide jobs seekers (through a government branded platform) with relevant job matches, leveraging their social networks where possible, in the place and at the frequency they want to receive them as well as resources to help them succeed. Requirements to include:

1. Hosted and government branded website.
2. Registration form requiring first name, last name, email address and password.
3. Onsite database of searchable active jobs – search should not require registration. User to be able to search by job type, position, state, city and zip code. User able to refine search results by various parameters including jobs that are:
  - ☐ internship;
  - ☐ hourly;
  - ☐ entry level;
  - ☐ associate;
  - ☐ mid-senior level;
  - ☐ director;
  - ☐ executive.
4. Each job in database to have an individual listing page, accessible from the search results (and not requiring registration), that:
  - describes the job (and where applicable, shows the application deadline);
  - enables a user (by integrating with Facebook) to see if any of their Facebook friends (or friends of their friends if possible) are connected to the hiring company with the ability to connect with that friend and ask for help directly from the listing page;
  - enables a user (by integrating with LinkedIn) to search their LinkedIn contacts for any connections to the hiring company; and
  - provides a link to apply for the job (application may require registration).
5. Onboarding registration process that offers seeker ability to set their job preferences for the type of opportunity they are looking for to include options for (i) role, (ii) industry and (iii) location. These preferences can be updated later at any time.
6. Contractor shall provide information and outreach activities through participation by contractor staff in County sponsored employment related activities for the purposes of enrolling job seekers and employers in the TweetMyJobs portal. The activities shall include, but not be limited to, participation in Job Fairs, staffing information tables at the Department of Social Services building and community sites, as well as providing training to Department of Social Services staff. The contractor shall develop and provide customized materials which shall consist of fliers, brochures and posters as part of the information and outreach activities.
7. Onboarding registration process that offers seeker ability to set job match alerts, including both the method and frequency of notification with the following options:

- Direct to the users email account of choice;
- Direct to the users mobile phone via SMS text message – all major carriers to be supported; and
- Direct to the users Twitter account through an @ mention – OAuth with Twitter a requirement.

These preferences can be updated later at any time.

8. Job and alert preferences captured in onboarding process to be saved as part of users account and relevant job matches automatically pushed to the user's dashboard (see requirement 8 below) and (at the option of the user) the chosen places outside of the system (see requirement 6 above). In this way users should never need to come back to the system other than initial registration to receive relevant job matches.

9. User to have a customized dashboard when logged in that (i) displays jobs that match their preferences (ii) provides ability to edit their job preferences (iii) provides ability to amend their job match delivery options and (iv) provides access to their resume.

10. Jobs in database to be distributed across Twitter through dedicated Twitter accounts / handles. Each account is based on job type and location, so that job seekers can follow an account to get instant notification of jobs in their Twitter stream.

11. Tool for users to easily find Twitter accounts to follow that will send them jobs they are interested in.

12. Jobs in database with a physical address to be distributed to a mobile app that leverages augmented reality technology to display open jobs near the seeker's current location.

13. Resume builder tool so that users can upload or build a resume on the site with the result being a formatted resume that can be used to apply to jobs on site, print, or share via a URL, on a personal Twitter account, a public Twitter resume account or on Facebook.

## Employers

Objective: To provide employers with an easy push button social recruiting solution to post their jobs on a hosted government branded site and distribute those jobs to seekers via email, mobile, popular job aggregation sites and on Twitter and Facebook. Requirements to include:

1. Hosted and government branded website.
2. Registration form requiring user name, email address, password, and company information.
3. Job Posting - Simple job description form containing relevant fields that provide job seeker with necessary information to determine whether or not to apply.
4. Job Posting - Option for employers to direct job seekers to apply either (a) at a website destination of their choice or (b) through the system such that they receive an email notification alerting them with an applicants resume details.
5. Job Distribution - Immediately on posting, job to appear in onsite search results and then automatically be distributed to:
  - Twitter – tweeted to relevant Twitter job channel that matches job type and location;
  - Job Aggregators – popular job aggregation sites such as Simply Hired; and
  - Mobile app – that leverages augmented reality and can be downloaded from the iPhone app store.

6. Job Distribution – Jobs that match seekers preferences to (i) appear on job seeker user dashboard and (ii) to be distributed outside the system to users who have requested to be notified by one or more of the following channels:
  - Direct to the users email account of choice;
  - Direct to the users mobile phone via SMS text message – all major carriers to be supported; and
  - Direct to the users Twitter account through an @ mention – OAuth with Twitter a requirement.
7. Veteran committed jobs - Employers who are committed to hiring a veteran for specific jobs must be able to flag the job as such. Effect of this is:
  - Job to be identified as a Veteran committed job on the onsite listing;
  - Job to be tagged with the veteran JobPosting schema that ensures the listing will be discoverable through the Veterans Job Bank on the National Resource Directory; and
  - Job to be distributed on Twitter through a veteran dedicated job channel for the relevant location.
8. Employer user to have a personal dashboard that provides them with an at-a- glance view of how their jobs are performing in real time.
9. Employer user to have access to a reporting tool that gives them actionable insights they can use to optimize the quantity and quality of candidates applying to their jobs.
10. Job Removal - Jobs to be automatically removed from system, Facebook and Twitter when job has expired.

#### Government Portal

Objective: To enable government to facilitate the matching of local businesses' available job opportunities with job seekers through an integrated user-friendly platform and to receive reporting and analytics on the activities of employers and job seekers in their area. Requirement to include:

1. Custom branded hosted site to include relevant color branding, leader picture and seal – visible on every page of the platform. Site to include Job Seeker and Employer requirement noted above.
2. Ability for government administrators to post site message that all job seeker users see when they log in.
3. Ability for government administrators to post site message that all employer users see when they log in.
4. Access to a graphical analytics platform with data specific to job seekers, employers, and jobs within specific geographic area. Data to include the following information:

#### General

- The number of job seekers and employers who have registered on the site this month and since launch;
- The number of job views and jobs posted this month, since launch, and over time;
- Breakdown of sources recently used to view jobs (such as Facebook, Twitter, mobile, web, and email); and
- List of most recently posted jobs with ability to view all.

#### Job Seekers

- The number of job seekers who have registered on the site this month, since launch, and over time;
- The number of jobs viewed this month and since launch; and

- Numerical and percentage breakdown of roles, industries, and locations in which job seekers are looking, including the top items in each category and the ability to segment the data using any item in any category.

#### Employers

- The number of employers who have registered on the site and the number of job views this month and since launch;
- The number of jobs posted this month, since launch, and over time; and
- Numerical and percentage breakdown of the industries and locations employers are in, including the top items in each category and the ability to segment the data using any item in any category.

#### Jobs

- The number of job views and jobs posted this month, since launch, and over time;
- The number of currently open jobs on site and the delta from the previous month; and
- Numerical and percentage breakdown of the top job roles, top industries, and top locations with open jobs, including the top items in each category and the ability to segment the data using any item in any category.

5. Ability to export all analytics data to a user-friendly Excel document.

## **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:

Robin D. Richards (Name)  
2600 W. Olive Ave., Ste. 710 (Address)  
Burbank, CA 91505  
818-660-3130 (Telephone Number)

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

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

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

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

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

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

12/21/15  
Dated

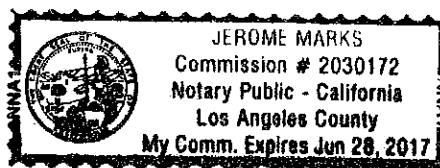
Robin D Richards  
Signature of Chief Executive Officer

Robin Richards  
Name of Chief Executive Officer

Sworn to before me this

21 day of December, 2015

Jerome Marks  
Notary Public



COUNTY OF NASSAU

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

1. Name of the Entity: Carver Arc Group LLC  
Address: 2600 W. Olive Ave. Ste. 710  
City, State and Zip Code: Burbank, CA 91505
2. Entity's Vendor Identification Number: 27-0990681
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ LLC 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):

[Please refer to the two (2) individuals  
who have completed the Principal Questionnaire  
Forms.]

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.

[Please refer to the two (2) individuals  
who have completed the Principal  
Questionnaire Forms.]

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.

*Internships Holding Corporation*

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

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

*State Advisers LLC*

*101 Quentin Roosevelt Blvd, Ste 101  
Garden City, NY 11530*

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

Meetings with County Executive's  
Office, Paul Broderick and  
Legislative leaders.

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

New York State; Nassau County, NY

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

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

Dated: 12/21/15 Signed: Robin D. Richards  
Print Name: Robin D. Richards  
Title: CEO

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



### Business History Form

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

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

Date: 12/21/15

1) Bidder's/Proposer's Legal Name: CommArc Group LLC

2) Address of Place of Business: 2600 W. Olive Ave., Ste. 710  
Burbank, CA 91505

List all other business addresses used within last five years:

3400 W. Olive Ave., Ste. 710, Burbank, CA 91505

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

Phone: 618-260-3138

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 62-846-4524

5) Federal I.D. Number: 27-0990681

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

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

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

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

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

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

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

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

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

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

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

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

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

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

occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

- 17) Conflict of Interest:

a) Please disclose:

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

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

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

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

a. Please disclose:

- i. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **None.**
- ii. Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **None.**
- iii. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **None.**

- b. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. **We do not anticipate any conflicts of interest between our firm employees and Nassau County in the future. However, we will continue to ensure that any employee working in connection with the Services does not create a conflict of interest with Nassau County by routinely screening any new employee(s) assigned to support the Services. In the unlikely event that a potential conflict does arise, we will promptly disclose such conflict to Nassau County and, if necessary or requested by Nassau County, remove the employee from supporting the Services.**

Attachments to Business History Form

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

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

\_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

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Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

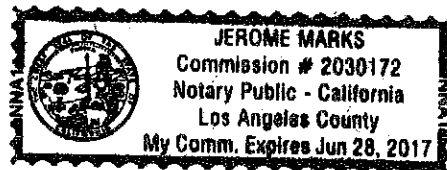
## CERTIFICATION

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

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

Sworn to before me this 21 day of December 2015

Jerome Marks  
Notary Public



Name of submitting business: Career-Arc Group LLC

By: Robin D. Richards

Print name

Robin D. Richards

Signature

CEO

Title

12/21/15  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robin D. Richards  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 2600 W. Olive Ave., Ste. 710  
City/state/zip Burbank, CA 91505  
Telephone 818-260-3100  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President    /   /    Treasurer    /   /     
Chairman of Board 10/3/09 Shareholder    /   /     
Chief Exec. Officer 10/3/09 Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /       /   /     
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
NO     YES ✓ If Yes, provide details. Investor in current business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES     If Yes, provide details. \_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO     YES ✓; If Yes, provide details. \_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO     YES ✓ If Yes, provide details. \_\_\_\_\_



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

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

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

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

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

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

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

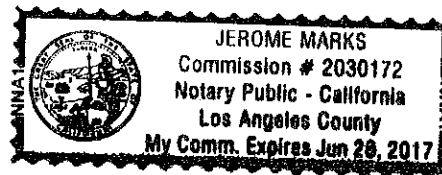
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I, Paul Ouyang, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the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

Sworn to before me this 21 day of December 2015

Jerome Marks  
Notary Public



Carver Arc Group LLC  
Name of submitting business

Paul L.H. Ouyang  
Print name

[Signature]  
Signature

COO  
Title

12/21/15  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Paul L.H. Ouyang  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 2600 W. Olive Ave. Ste. 710  
City/state/zip Burbank, CA 91505  
Telephone 818-260-3100  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President 10/3/09 Treasurer \_\_\_\_\_  
Chairman of Board 10/3/09 Shareholder \_\_\_\_\_  
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Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_\_\_ YES ☒ If Yes, provide details. Investor in current business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_\_ If Yes, provide details.
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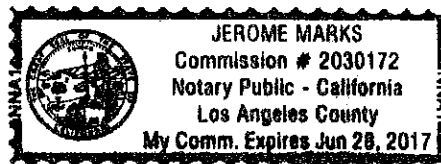
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I, Robin Richards, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21 day of December 2015

Jerome Marks  
Notary Public



Career Arc Group LLC  
Name of submitting business

Robin D. Richards  
Print name

Robin D Richards  
Signature

CEO  
Title

12 / 21 / 15  
Date

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.

*Robin D. Richards / CFO*

Name and Title of Authorized Representative

m/d/yyyy

*Robin D. Richards*

Signature

*12/21/15*

Date

*CumArc Group LLC*

Name of Organization

*2600 W. Olive Ave., Ste 710, Burbank, CA 91505*

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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. 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.

State Advisers, LLC, I.S.A. State Street Advisers.  
100 Quentin Roosevelt Blvd, Suite 101, Garden City  
NY 11530

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

New York State

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

VMC Consultants, 9701 Niagara Falls Blvd, Suite 1A  
Niagara Falls NY 14301 - 716 - 285-6600

Career Adv Group, LLC, 3900 West Olive Avenue, Suite 220  
Burbank CA 91505 - 818-280-3136

Social Sentinel LLC, 128 Lakeside Drive, Suite 302  
Burlington VT 05401 - 802-373-1977  
Capitol Link LLC, 200 Hamilton Ave, White Plains, NY  
914-202-4979

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

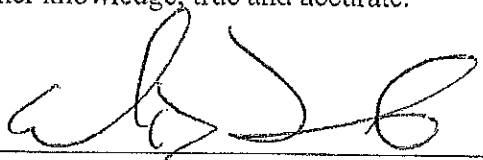
Provision of services for listed clients meetings  
with legislative leaders and County Executive staff

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

County Executive senior staff; Legislative leaders

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

Dated: 6-1-2015

Signed: 

Print Name: Keith D. Servick

Title: member

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