Contract ID#: CQCL13000001

Department: County Clerk

E-70-17

Contract Details

SERVICE: Postal / Mail sorting Services

NIFS ID #: CLCL17000001 NIFS Entry Date: 01/30/2017 Term: from 5/31/15 to 5/31/2017

New ☐ Renewal ☐	
Amendment ☒	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☐	No ☒
3) CSEA Agmt. §32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

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

County Department
Department Contact John Butler, Fiscal Officer
Address 240 Old Country Road, 1st Fl Room 109 Mineola, NY 11501
Phone 516-571-4989

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
7/14/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ____ ☐ *SEQRA: Type 1* ____ *Type 11* ____	1/30/15 1/30/17	John T. O'Donnell	
	DPW (Capital Only)	*CF Capital Fund Approval* ☐			
2/01/17	OMB	*Contractor Registered* ____ *NIFS Approval* ☐	2/01/17		Yes ☑ No ☐ Not required if Blanket Res
2-27-17	County Attorney	*CA RE & Insurance Verification* ☑	2-27-17		
2-27-17	County Attorney	*CA Approval as to form* ☑	2-27-17		Yes ☒ No ☐
3/1/17	Legislative Affairs	*Fw'd Original Contract to CA* ☐	3/1/17		
	County Attorney	*NIFS Approval* ☐			
3/3/17	Comptroller	*NIFS Approval* ☐	3/3/17		

PRCF1205 (3/06)

Contract ID#: CQCL13000001 Department: County Clerk

	County Executive	*Notarization Filed with Clerk of the*		

Contract Summary

Description: Mail Services

Purpose: To Extend time period of contract and add additional funds.

Method of Procurement: CQCL13000001 (See Attached)

Procurement History: CQCL13000001 (See Attached) Selected vendor has been a County contractor since 2001.

Description of General Provisions: Amendment for 2 (1) year extensions and add additional funding.

Impact on Funding / Price Analysis: $50,000

SEQRA determination : NA

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CL10
Resp:	1100
Object:	DE
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$50,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 50,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	~~CLGENH100/DE505~~	~~$50,000~~
2	CLGEN1100/DE500	$ 50,000
3		$
4		$
5	3/27/17	$
6		$
	TOTAL	$50,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/27/17
Date	Date	*(For Office Use Only)* **E #:**

☐

☐

PRCF1205 (3/06)

RULES RESOLUTION NO. – 2017

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

WHEREAS, the County has negotiated an amendment to its personal services agreement with Word Power Unlimited, Inc. ("Word Power") with regard to services relating to mail sorting, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment with Word Power.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Word Power Unlimited, Inc

2. Dollar amount requiring NIFA approval: $ $50,000

Amount to be encumbered: $ $50,000

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/31/2015 to 12/31/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	✓ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

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

Amendment for 2 (1) year extensions and additional funding.

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

Nassau County Attorney as to form	✓ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	✓ Yes	___ No	___ N/A

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

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

AUTHORIZATION

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

Roseann DeCline 2/1/17

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

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: Word Power Unlimited, Inc

CONTRACTOR ADDRESS: 433 Willis Ave , Williston Park, NY 11596

FEDERAL TAX ID #: 112672061-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☑ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Eileen T. O'Donnell

Department Head Signature

1/30/17

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Vendor: Word Power Unlimited, Inc.

Dated: 1-30-17

Signed: William T. Wiley

Print Name: William T. Wiley

Title: President

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

None

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

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

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

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

Dated: 2-16-17

Signed: William T Wiley

Print Name: William T. Wiley

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Karen A. Wiley
   Date of birth 9 / 16 / 57
   Home address 74 Harvard Street
   City/state/zip Williston Park, NY 11596
   Business address 433 Willis Avenue
   City/state/zip Williston Park, NY 11596
   Telephone (516) 873-5363
   Other present address(es) N/A
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 01/23/85 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 50%

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 30 day of January 2017

WALES, MILDRED
Notary Public, State of New York
No. 01WA6075020
Qualified in Nassau County
Commission Expires 5/27/2018

Mildred Wales
Notary Public

Word Power Unlimited, Inc.
Name of submitting business

Karen A. Wiley
Print name

Karen A. Wiley
Signature

Vice President
Title

1, 30, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name William T. Wiley
   Date of birth 04 / 12 / 53
   Home address 74 Harvard St.
   City/state/zip Williston Park NY 11596
   Business address 433 Willis Ave
   City/state/zip Williston Park NY 11596
   Telephone 516-873-5363
   Other present address(es) N/A
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01 / 23 / 85 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 50%

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 30 day of January 2017

WALES, MILDRED
Notary Public, State of New York
No. 01WA6075020
Qualified in Nassau County
Commission Expires 5/27/2019

Mildred Wales
Notary Public

Word Power Unlimited, Inc.
Name of submitting business

William T. Wiley
Print name

Signature

President
Title

01 / 30 / 17
Date

Business History Form

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

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

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

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

Date: 1-30-17

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

2) Address of Place of Business: 433 Willis Ave Williston Park NY 11596

List all other business addresses used within last five years:
N/A

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

Phone : 516-873-5363

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 12-209-0715

5) Federal I.D. Number: 112672061

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

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

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

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

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

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

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

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

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

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO Conflict Exists

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

NO conflict Exists

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

NO Conflict Exists

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

We have a willingness to comply with any procedures or Rules the County deems Necessary

Resume of Word Power Unlimited, Inc.

A)

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

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

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

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

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

iv) Incorporated in the State of New York

v) Five (5)

vi) $750,000+/-

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

viii) not applicable

B) 34 years in business

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

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See Attached

B. Indicate number of years in business.

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

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

Company Nassau County Legislature

Contact Person Norma Gonsalves, Presiding Officer

Address 1550 Franklin Ave

City/State Mineola NY 11501

Telephone 571-6213

Fax # _____

E-Mail Address _____

Company Nassau County Legislature

Contact Person Kevan Abrahams Nassau County Legislatur

Address 1550 Franklin Ave

City/State Mineola NY 11501

Telephone 571-6201

Fax #

E-Mail Address

Company Nassau County

Contact Person Edward Mellina

Address 1550 Franklin Ave

City/State Mineola NY 11501

Telephone 571-6225

Fax #

E-Mail Address

CERTIFICATION

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

Sworn to before me this 30 day of January 2017

WALES, MILDRED
Notary Public, State of New York
No. 01WA6075020
Qualified in Nassau County
Commission Expires 5/27/2018

Mildred Wales
Notary Public

Name of submitting business: Word Power Unlimited, Inc.

By: William T. Wiley
Print name

William T. Wiley
Signature

President
Title

01 / 30 / 17
Date

WORD POWER UNLIMITED

Corporate Officers of
Word Power Unlimited, Inc.
As of January 5, 2017

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

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

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: Word Power Unlimited, Inc.

Address: 433 Willis Ave

City, State and Zip Code: Williston Park NY 11596

2. Entity's Vendor Identification Number: 112672061

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

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

William T. Wiley President 74 Harvard St Williston Park NY 11596
Karen A. Wiley Vice President 74 Harvard St Williston Park NY 11596

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

William T. Wiley President 74 Harvard St. Williston Park NY 11596
Karen A. Wiley Vice President 74 Harvard St Williston Park NY 11596

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

None

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

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

None

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

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

Dated: 1-30-17

Signed: William T. Wiley

Print Name: William T. Wiley

Title: President

AMENDMENT NO. 2

This AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Word Power Unlimited, Inc., a New York corporation with an office located at 433 Willis Avenue, Williston Park, NY 11596 ("Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCL13000001 between the County and Contractor, executed on behalf of the County on August 8, 2013 (the "Original Agreement"), Contractor provides mail sorting services on an as needed basis, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for one (1) year commencing on June 1, 2013 (the "Term"); and

WHEREAS, the Term contained three (3) one (1) year renewal options exercisable at the sole discretion of the County; and

WHEREAS, the first renewal option was exercised by the County on or about July 3, 2014; and

WHEREAS, the County desires to exercise the two (2) remaining renewal options; and

WHEREAS, the County desires to increase the maximum amount and extend the contract to December 31, 2017 to allow sufficient time to solicit new proposals and award a new contract for the Services.

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

1. Renewal of Term. The County hereby exercises the final two (2) renewal options of the Original Agreement and the Term is thereby extended for two (2) years to May 31, 2017.

2. Extension of Term. Upon expiration of the Original Agreement, the Term shall be extended for a period of seven (7) months so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be December 31, 2017.

3. Maximum Amount. (a) The Maximum Amount in the Original Agreement shall be increased by Fifty Thousand Dollars ($50,000.00), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred and Thirty-Five Thousand Dollars ($135,000.00).

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

WORD POWER UNLIMITED, INC.

ROBERT [illegible]
Notary Public, State of New York
No. 01WI6142932
Qualified in Nassau County
Commission Expires March 27, 2018

By: William T. Wiley
Name: William T. Wiley
Title: President
Date: 1-6-17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of Jan in the year 2017 before me personally came William Wiley to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Wind Power Unlimited Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ROBERT WILLOUGHBY
Notary Public, State of New York
No. 01WI6142932
Qualified in Nassau County
Commission Expires March 27, 2018

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BUTLER, JOHN 1-4989
DOCUMENT NUMBER : CLCL17000001 INITIATING DEPT : CL
INPUT PERIOD (MM YYYY) : 02 2017 FEBRUARY RIMS CODE :
VENDOR NUMBER / SUFFIX : 112672061 01 APPROVAL TYPE : 01
VENDOR NAME : WORD POWER UNLIMITED
VENDOR ADDRESS : 433 WILLIS AVENUE

WILLISTON PARK NY 11596
COUNTRY : USA
ALPHA VENDOR : WORD POWER UNLIMITED
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 50,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : Y
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLCL17000001 - 01 INPUT PER : 02 2017 AMT : 50,000.00

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CQCL13000001 02 INVDT:
TRANS DESC. : 2017 - EXETENTION OF TIME & ADTL FUNDING
TRANS AMOUNT : 50,000.00 TRANS NET AMT :
INDEX : CLGEN1100 ADMINISTRATION
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
GL ACCOUNT :
SUBSIDIARY :
VENDOR :
BANK NUMBER : TREAS NO: START/END:
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F10-SAVE
RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BUTLER, JOHN 1-4989
DOCUMENT NUMBER : CLCL17000001 INITIATING DEPT : CL
INPUT PERIOD (MM YYYY) : 02 2017 FEBRUARY RIMS CODE :
VENDOR NUMBER / SUFFIX : 112672061 01 APPROVAL TYPE : 01
VENDOR NAME : WORD POWER UNLIMITED
VENDOR ADDRESS : 433 WILLIS AVENUE

WILLISTON PARK NY 11596
COUNTRY : USA
ALPHA VENDOR : WORD POWER UNLIMITED
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 50,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : Y
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PROJECT DETAIL :
GL ACCOUNT :
SUBSIDIARY :
VENDOR :
BANK NUMBER : TREAS NO: START/END:
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F10-SAVE
RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

Contract ID#: CQCL13000001 D

Department: COUNTY CLERK

E-215-14

Contract Details

SERVICE: Mail Sorting Services

CLCL 14000002

NIFS ID #: ~~CQCL14000001~~ (MN) NIFS Entry Date: 7/24/14 Term: from Effective Date to 5/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☐	No ☒
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

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

County Department	
Department Contact: Francis Iannucci, Deputy County Clerk	
Address: 240 Old Country Road, Mineola, NY 11501	
Phone: 516-571-2660	

Routing Slip

DATE REC'D	DEPARTMENT	Internal Verification		DATE Appv'd	SIGNATURE	Leg. Approval Required
7/25/14	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	☒ ☒	7/25/14	[signature]	
7/25	OMB	NIFS Approval	☐	7/25	[signature]	Yes ☐ No ☐ Not required if blanket resolution
7/28/14	County Attorney	CA RE & Insurance Verification	☑	7/28/14	[signature]	
	County Attorney	CA Approval as to form	☒	8/6/14	[signature]	Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐	8/28/14	Gregory A. May	
	Rules ☐ / Leg. ☐		☐			
	County Attorney	NIFS Approval	☐			
	Comptroller	NIFS Approval	☐			
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	8/29/14	[signature]	

PR5254 (8/04)

E-312-14

CLCL1400002

Contract ID#: ~~CQCL14000001~~ MW

Department: COUNTY CLERK

Contract Summary

Description: Mail Services

Purpose:
Amendment # 1 to CQCL13000001 (See Attached) for postal/mail sorting services for bulk mail processing of informational pieces and other related documents sent by the County Clerk's Office.

Method of Procurement:
See CQCL13000001 (See Attached).

Procurement History:
See CQCL13000001 (See Attached). Selected vendor has been a County contractor since 2001.

Description of General Provisions:
Amendment for one (1) year extension and increase dollar amount not to exceed $50,000.

Impact on Funding / Price Analysis:
Funding source will be General Fund CL 1100 DE 505.

Change in Contract from Prior Procurement:
Contractor held prior contract of $35,000.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CL
Resp:	1100
Object:	DE505
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 50,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 50,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	CLGEN1100/DE505	$ 50,000
2		$
APPROVED:	J. Amato 7/28/14	$
4		$
INSURANCE SECTION		(DATE)
6		$
	TOTAL	$ 50,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Francis Iannucci, Deputy County Clerk Date: 7/24/14

NIFS Certification	Comptroller's Office Approval	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 8/29/2014
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

RULES RESOLUTION NO. – 2014

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Word Power Unlimited, Inc. to provide postal/mailing services for bulk mail processing of informational pieces and other related documents sent by the Office of the County Clerk, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT # 1

This Amendment, dated as of the date of execution by Nassau County (the "Effective Date") (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment "), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Word Power Unlimited, Inc., a New York State corporation, having its principal office at 433 Willis Avenue, Williston Park, New York 11596 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCL13000001 between County and Contractor , executed on behalf of the County on August 8, 2013 (the "Original Agreement"), the Contractor provides mail sorting services on an as-needed basis, which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement commenced upon execution of the Original Agreement by the County and terminates on May 31, 2014 with a provision allowing the County to renew the Original Agreement for (3) additional (1) one year periods, subject to the County's right of early termination as provided under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full consideration for the Services, was Thirty Five Thousand Dollars ($35,000) (the "Maximum Amount"); and

WHEREAS, the County desires to renew the Original Agreement and increase the Maximum Amount; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County; .

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

1. Term Extension. The Original Term shall be extended under the same terms and conditions for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein, shall be May 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Fifty Thousand Dollars ($50,000), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided

under the Original Agreement, as amended herein, shall be Eighty-Five Thousand Dollars ($85,000).

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the entirety of the Amended Term.

[Remainder of Page Intentionally Left Blank]

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

WORD POWER UNLIMITED

DEBORAH J CONNELLY
Notary Public, State of New York
No. 01CO4916949
Qualified in Nassau County
Commission Expires Dec. 28, 2017

By: William T. Wiley

Name: William T. Wiley

Title: President

Date: 7-3-14

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3 day of July in the year 2014 before me personally came William T Wiley to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Pres of Word Power Unlim., 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

DEBORAH J CONNELLY
Notary Public, State of New York
No. 01CO4916949
Qualified in Nassau County
Commission Expires Dec. 28, 2017

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

WORD POWER UNLIMITED

Corporate Officers of
Word Power Unlimited, Inc.
As of July 1, 2014

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

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

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

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

UTICA NATIONAL INSURANCE GROUP
Graphic Arts Mutual Insurance Company
180 Genesee Street
New Hartford, NY 13413

Producer Number: Y0283
Producer: Hiram Cohen & Son, Inc.
486 Willis Avenue
Williston Park, NY 11596

POLICY NUMBER: 3044857
Renewal

NAMED INSURED: Word Power Unlimited Inc.

ADDRESS: 433 Willis Ave.
Williston Park, NY 11596

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: Mailing or Addressing Companies - Direct Mailing

POLICY PERIOD: FROM 08-17-2013 TO 08-17-2014 At 12:01A.M.* Standard Time at your address shown above.

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

Commercial EDGE

BUSINESSOWNERS POLICY DECLARATIONS

LIABILITY AND MEDICAL EXPENSES LIMIT - Per Occurrence $ 1,000,000

MEDICAL EXPENSES LIMIT - Per Person $ 10,000

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

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

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

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

Fire Surcharge $9.35

Total Advance Premium $1,881.35

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

MORTGAGE HOLDER:

Company Officer

8-DU-BOP Ed. 10-2007
Unibill No . 100648937

08-27-2013

Your Bill Will Follow

UTICA NATIONAL INSURANCE GROUP
180 Genesee Street
New Hartford, NY 13413

WC 000001A

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Information Page

Policy Number: 3044858 Renewal

Prior Policy Number:

1. **The Insured and Mailing Address:**
WORD POWER UNLIMITED INC.
433 WILLIS AVE.

WILLISTON PARK NY 11596

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

Entity of Insured: Corporation

Producer Number: Y0056

SIC#: 7331

Other workplaces not shown above:

Insured's I.D. Number: 112672061
Risk I.D. Number: NY: 000227821

NCCI Company Number: 15717

2. **The policy period is from** 10/01/2013 **to** 10/01/2014 **12:01 AM Standard Time at the insured's mailing address.**

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

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

Bodily Injury by Accident	$ $100,000	Each Accident
Bodily Injury by Disease	$ $500,000	Policy Limit
Bodily Injury by Disease	$ $100,000	Each Employee

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

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

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

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

☒ See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium

Minimum Premium: $ 228 NY	**Expense Constant**	$
Employer's Liab Minimum Premium: $	**Total Estimated Annual Premium**	$ 364
If indicated below, interim adjustments of premium shall be made:	**Deposit Premium**	$ 364

100542688

Issuing Office:

Date of Issue:

Countersigned by John A. Giffin

8-D-WC Ed. 08-2008

Contract ID#: CQCL13000001 Department: COUNTY CLERK

E-145-13 [redacted]

Contract Details

SERVICE: Mail Sorting Services

NIFS ID #: CQCL13000001 NIFS Entry Date: 5/21/13 Term: from 6/1/13 to 5/31/14

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

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

County Department
Department Contact: Francis Iannucci, Deputy County Clerk
Address: 240 Old Country Road, Mineola, NY 11501
Phone: 516-571-2660

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☒ NIFS Appvl (Dept. Head) ☒			
	OMB	NIFS Approval ☐	6/4/13		Yes ☐ No ☐ Not required if blanket resolution
6/5/13	County Attorney	CA RE & Insurance Verification ☑	6/5/13		
	County Attorney	CA Approval as to form ☒	6/24/13		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/24/13	Gregory A. May	
	Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/02/13		
	Comptroller	NIFS Approval ☐	8/1/13	CGL 7/29/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☒	6/24/13		

PR5254 (8/04)

Contract ID#: CCCL1300001

Department: COUNTY CLERK

Contract Summary

Description: Mail Services

Purpose:
Contract for postal/mail sorting services for bulk mail processing of informational pieces and other related documents sent by the County Clerk's Office.

Method of Procurement:
Three proposals were solicited.

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

Description of General Provisions:
Contract for one (1) year period (6/1/2013 -5/31/14) with option to extend for two (3) additional terms.

Impact on Funding / Price Analysis:
Funding will be drawn from the General Fund CL 1100 DE 505.

Change in Contract from Prior Procurement:
Contractor held prior contract of $24,800.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CL
Resp:	1100
Object:	DE505
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 35,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 35,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	GENT100 / DE505	$ 35,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 35,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Francis Iannucci, Deputy County Clerk

Date: 5/20/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/24/13
Date 8/1/13	Date 8/1/13	(For Office Use Only) E #:

PR5254 (8/04)

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:_Word Power Unlimited

CONTRACTOR ADDRESS: 433 Willis Avenue, Williston Park, NY 11596

FEDERAL TAX ID #: 112672061-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **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. *See Attached Memo

☑ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

Department Head Signature

5/24/2013
Date

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

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

E-195-13

RULES RESOLUTION NO. 299 2013

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-13
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Word Power Unlimited, Inc. to provide postal/mailing services for bulk mail processing of informational pieces and other related documents sent by the Office of the County Clerk, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2013

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

WHEREAS, the County has negotiated a personal services agreement with Word Power Unlimited, Inc. to provide postal/mailing services for bulk mail processing of informational pieces and other related documents sent by the Office of the County Clerk, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of May 21, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Word Power Unlimited, Inc., a New York State corporation, having its principal office at 433 Willis Avenue, Williston Park, New York 11596 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on June 1, 2013 and terminate on May 31, 2014, unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement for three (3) additional one-year periods for a possible total term of four (4) years, subject to the County's right of early termination as provided for in this Agreement.

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

3. Payment. (a) Amount of Consideration. The maximum amount payable to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed thirty thousand dollars ($35,000), ("Maximum Amount") in any Term of this agreement, and shall be payable in accordance to the rate schedule detailed in "Exhibit A" attached hereto. The rates are inclusive of all expenses and all other costs incidental to the Services to be provided by Contractor under this Agreement, including travel.

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

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

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

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

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

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses

(including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of

coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in

accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

WORD POWER UNLIMITED

By: _____
Name: William T. Wiley
Title: President
Date: 5-21-13

LUCY MANCINI
Notary Public, State of New York
No. 01MA6130262
Qualified in Nassau County
Commission Expires July 18, 2013

L. Mancini
May 21, 2013

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 8/8/13

PLEASE EXECUTE IN BLUE INK

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

On the 21 day of MAY in the year 2013 before me personally came William T. Wiley to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President of Word Power Unlimited, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LUCY MANCINI
Notary Public, State of New York
No. 01MA6130262
Qualified in Nassau County
Commission Expires July 18, 2013

L. Mancini

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

On the 8 day of August in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A √
Services and Rate Schedule

Postal Presort, First Class or Standard A. Includes class reports, summary of mailing and 3602 and all documentation as required	
Letter Size	$20.00 p/m*
Flat Size	$25.00 p/m
Folding	$15.50 p/m
Inserting 1 piece into #10 envelope	$30.00 p/m
Inserting each additional piece into #10 envelope	$16.00 p/m
Letter quality addressing of self mailers or envelopes includes +4 zip codes, endorsement line and bar codes	$70.00 p/m
Ink jet mailing indicia onto mail piece	$15.50 p/m
Tabbing as required for self mailers	$31.50 p/m
One time fee for importing data	$150.00
Extracting data/records from database as specified. This service to include indexing, cataloging and analysis of raw data: including but not limited to gender, age, homeowner status for land record filings, sorting business addresses and business services provided for business and corporation name filings.	No charge
Delivery to Hicksville Post Office	No charge
Pick-up at County Facility	No charge
Clean-up return mail, both deletions and corrections	No charge
Provide 24 hour turnaround to time sensitive mailings	No charge

***p/m = per 1,000 pieces**

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   William T. Wiley (Name)

   433 Willis Ave Williston Park NY 11596 (Address)

   516-873-5363 (Telephone Number)

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

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

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

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

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

6-13-2013
Dated

Signature of Chief Executive Officer

William T. Wiley
Name of Chief Executive Officer

Sworn to before me this

13 day of June, 2013

Notary Public

DEBORAH J. CONNELLY
Notary Public, State of New York
No. 01CO4916949
Qualified in Nassau County
Commission Expires Dec. 28, 2013

MAUREEN O'CONNELL, RN, JD
NASSAU COUNTY CLERK

OFFICE OF THE COUNTY CLERK
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
516-571-2664 • FAX 516-742-4099
WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/

MEMORANDUM

To: Nassau County Comptroller's Office

From: Francis Iannucci, Deputy County Clerk

Date: 5/20/13

Re: CQCL13000001

The Nassau County Clerk's Office contacted three prospective vendors requesting proposals for mail related services. One response was received from Word Power Unlimited, Inc. US Postage Savers and Sir Speedy did not respond. Attached for your information is the inquiry sent to the prospective vendors, the associated U.S. Postal Service certified mail return receipts and the response received.

MAUREEN O'CONNELL, RN, JD
NASSAU COUNTY CLERK

OFFICE OF THE COUNTY CLERK
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
516-571-2664 • FAX 516-742-4099
WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/

May 20, 2013

CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

RE: CQCL13000001

To Whom It May Concern:

Please be advised that the Office of the County Clerk has submitted Personal Services Contract #CQCL13000001 with Word Power Unlimited, Inc. for mail sorting services. The nature of this work is to provide postal/mailing services for bulk mail processing of informational pieces and other related documents sent by the County Clerk's Office. The contract term is from June 1, 2013 through May 31, 2014 with option to extend for three additional terms.

This notice is being provided to you pursuant to the collective bargaining agreement between Nassau County and CSEA. Please note that in no way should it be implied that this contract is for work which has 'historically and exclusively' been performed by members of the CSEA bargaining unit.

Should you have any questions concerning this contract, please do not hesitate to contact me.

Sincerely,

Francis Iannucci
Deputy County Clerk

WORD POWER UNLIMITED

Corporate Officers of
Word Power Unlimited, Inc.
As of March 12, 2013

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

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

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

phone (516) 873- 5363
fax (516) 873.5364

MAUREEN O'CONNELL, RN, JD
NASSAU COUNTY CLERK

OFFICE OF THE COUNTY CLERK
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
516-571-2664 • FAX 516-742-4099
WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/

March 6, 2013

Sir Speedy
75 State Street
Westbury, New York 11590

To Whom It May Concern:

The Nassau County Clerk's Office is seeking to enter into a Personal Services Contract for mail related services. If you would like to be considered for the awarding of this contract, please review the information below and return your company's price list within five business days from the date of receipt of this correspondence, either by fax to (516) 742-4099 or by mail to:

Nassau County Clerk's Office
ATT: Francis Iannucci, Deputy County Clerk
240 Old Country Road
Mineola, New York 11501

In addition, please include a listing of the principals of your company, their business addresses and phone numbers.

In order to be considered for this contract, your company should be able to provide the following mail services:

1. Postal presort First Class or Standard A, including case reports, summary of mailing, 3602, and any other required documentation.
2. Folding.
3. Inserting 1 piece into #10, 6 x 9 or 10 x 12 envelopes.
4. Inserting each additional piece into #10, 6 x 9 or 10 x 12 envelopes.
5. Letter quality addressing of self-mailers or envelopes, including +4 zip codes, endorsement lines and bar codes.
6. Ink jet mailing indicia onto mail piece.

7. Tabbing as required for self-mailers.
8. One-time fee for importing data from mag tape.
9. Delivery to Hicksville, NY Post Office.
10. Pick up at County facility.
11. Clean up returned mail, both directions and make corrections.
12. Required 24 hour turnaround on all mailings for time sensitive material.
13. Extracting data/records from data source as specified. This service to include indexing, cataloging and analysis of raw data including but not limited to gender, age, home owner status (for land filings), sorting business address and business services provided (for business and corporation name filings).

Please note that Section 2206 of the County Government Law of Nassau County provides inter alia, that personal service contracts are exempt from the competitive bidding requirements of Section 103 of the General Municipal Law.

Sincerely,

Office of the Nassau County Clerk
BY: Francis Iannucci, Deputy County Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sir Speedy
75 State St.
Westbury, NY 11590

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

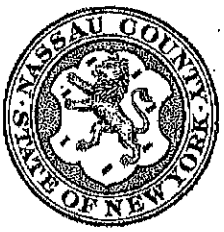
3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7012 0470 0000 4008 9200

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MAUREEN O'CONNELL, RN, JD
NASSAU COUNTY CLERK



OFFICE OF THE COUNTY CLERK
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
516-571-2664 • FAX 516-742-4099
WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/

March 6, 2013

US Postage Savers
24 Woodbine Avenue
Suite 9
Northport, New York 11768

To Whom It May Concern:

The Nassau County Clerk's Office is seeking to enter into a Personal Services Contract for mail related services. If you would like to be considered for the awarding of this contract, please review the information below and return your company's price list within five business days from the date of receipt of this correspondence, either by fax to (516) 742-4099 or by mail to:

Nassau County Clerk's Office
ATT: Francis Iannucci, Deputy County Clerk
240 Old Country Road
Mineola, New York 11501

In addition, please include a listing of the principals of your company, their business addresses and phone numbers.

In order to be considered for this contract, your company should be able to provide the following mail services:

1. Postal presort First Class or Standard A, including case reports, summary of mailing, 3602, and any other required documentation.
2. Folding.
3. Inserting 1 piece into #10, 6 x 9 or 10 x 12 envelopes.
4. Inserting each additional piece into #10, 6 x 9 or 10 x 12 envelopes.
5. Letter quality addressing of self-mailers or envelopes, including +4 zip codes, endorsement lines and bar codes.

6. Ink jet mailing indicia onto mail piece.
7. Tabbing as required for self-mailers.
8. One-time fee for importing data from mag tape.
9. Delivery to Hicksville, NY Post Office.
10. Pick up at County facility.
11. Clean up returned mail, both directions and make corrections.
12. Required 24 hour turnaround on all mailings for time sensitive material.
13. Extracting data/records from data source as specified. This service to include indexing, cataloging and analysis of raw data including but not limited to gender, age, home owner status (for land filings), sorting business address and business services provided (for business and corporation name filings).

Please note that Section 2206 of the County Government Law of Nassau County provides inter alia, that personal service contracts are exempt from the competitive bidding requirements of Section 103 of the General Municipal Law.

Sincerely,

Office of the Nassau County Clerk
BY: Francis Iannucci, Deputy County Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[redacted]

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAR 15 2013
NASSAU COUNTY
COUNTY CLERK'S OFFICE

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 0470 0000 4008 9217

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MAUREEN O'CONNELL, RN, JD
NASSAU COUNTY CLERK

OFFICE OF THE COUNTY CLERK
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
516-571-2664 • FAX 516-742-4099
WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/

March 6, 2013

Word Power Unlimited, Inc.
433 Willis Avenue
Williston Park, New York 11596

To Whom It May Concern:

The Nassau County Clerk's Office is seeking to enter into a Personal Services Contract for mail related services. If you would like to be considered for the awarding of this contract, please review the information below and return your company's price list within five business days from the date of receipt of this correspondence, either by fax to (516) 742-4099 or by mail to:

Nassau County Clerk's Office
ATT: Francis Iannucci, Deputy County Clerk
240 Old Country Road
Mineola, New York 11501

In addition, please include a listing of the principals of your company, their business addresses and phone numbers.

In order to be considered for this contract, your company should be able to provide the following mail services:

1. Postal presort First Class or Standard A, including case reports, summary of mailing, 3602, and any other required documentation.
2. Folding.
3. Inserting 1 piece into #10, 6 x 9 or 10 x 12 envelopes.
4. Inserting each additional piece into #10, 6 x 9 or 10 x 12 envelopes.
5. Letter quality addressing of self-mailers or envelopes, including +4 zip codes, endorsement lines and bar codes.
6. Ink jet mailing indicia onto mail piece.

7. Tabbing as required for self-mailers.
8. One-time fee for importing data from mag tape.
9. Delivery to Hicksville, NY Post Office.
10. Pick up at County facility.
11. Clean up returned mail, both directions and make corrections.
12. Required 24 hour turnaround on all mailings for time sensitive material.
13. Extracting data/records from data source as specified. This service to include indexing, cataloging and analysis of raw data including but not limited to gender, age, home owner status (for land filings), sorting business address and business services provided (for business and corporation name filings).

Please note that Section 2206 of the County Government Law of Nassau County provides inter alia, that personal service contracts are exempt from the competitive bidding requirements of Section 103 of the General Municipal Law.

Sincerely,

Office of the Nassau County Clerk
BY: Francis Iannucci, Deputy County Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Word Power Unlimited Inc.
433 Willis Ave.
Williston Park, NY 11596

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 3/11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 0470 0000 4008 9224

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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.

353-2013

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. **Vendor:** Word Power Unlimited CQCL13000001

2. **Dollar amount requiring NIFA approval:** $ 35,000

Amount to be encumbered: $ Up to 35,000

This is a X New contract ____ Advisement ____ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** 6/1/13 – 5/31/14

Has work or services on this contract commenced? ____ Yes X No

If yes, please explain: ____

4. **Funding Source:**

X General Fund (GEN)
____ Police District Fund (PDD)
____ Police Headquarters Fund (PDH)
____ Fire Commission Fund (FCF)
____ Sewer & Storm Water Fund (SSW)
____ Capital Improvement Fund (CAP)
____ Red Light Camera Fund (RLC)
____ Public Utility Authority (PUA)
____ Grant Fund (GRT)
Federal % ____
State % ____
County % ____

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

Personal services contract for postal/mail sorting services for bulk mail processing of informational pieces and other documents sent by the County Clerk's Office.

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

Nassau County Attorney as to form	X Yes	____ No	____ N/A
Nassau County Committee and/or Legislature	X Yes	____ No	____ N/A

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

6/24/13 County Attorney
7/1/13 Rules Committee Clerk Item E-145-13

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

No other current contracts with the County Clerk's Office and this vendor

See Attached

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

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

Signature _____ Title _____ Date 7/24/13

Print Name _____

COMPTROLLER'S OFFICE

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

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

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature _____ Title Chief Deputy Comptroller Date 8/1/13

Print Name Steven L. Labriola

NIFA

Amount being approved by NIFA: $35,000

Signature _____ Title Chief Administrator Date 8/6/13

Print Name Laurie Boucher

All contract submissions MUST include the County's own routing slip.

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

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 07/24/2013
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 12:38 PM

ACTIVE,
BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 07 2013 JULY 2013
INDEX :
ORGANIZATION : CL COUNTY CLERK
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BD	FINES & FO	175,000	175,000	47,056	-127,944
	BH	DEPT REVEN	30,049,000	30,049,000	19,893,142	-10,155,858
		REV TOTAL	30,224,000	30,224,000	19,940,198	-10,283,802
	AA	SALARIES,	5,235,541	5,235,541	2,761,015	2,474,526
	BB	EQUIPMENT	50,000	50,000	24,906	25,094
	DD	GENERAL EX	300,000	300,000	124,086	175,914
	DE	CONTRACTUA	300,000	300,000	96,282	203,718

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 07/24/2013
LINK TO: VENDOR DETAIL 12:39 PM
ACTIVE
FISCAL MO/YEAR : 01 2013 JAN 2013 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 112672061 01 WORD POWER UNLIMITED

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/08/2013	109	CALE13000003	01 LEGEN2000		DE500		01 2013
		MAIL SORTING						650,000.00

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