



E-110-17

Contract Details

SERVICE Microsoft Audit AssessmentNIFS ID #: CLIT16000007NIFS Entry Date: 08/16/2016Term: July 8, 2015 to July 7, 2016

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

Agency Information

Vendor	
Name Universal Management Technology Solutions, Inc. (UMS)	Vendor ID# 364622130-01
Address 64 Beaver Street, Suite 131 New York, NY 11004	Contact Person Michael Lessick Phone (201-232-0100)

County Department	
Department Contact ED Eisenstein	*****Please return the final, approved Contract to Vandana Manucha
Address 240 Old Country Road, Room 608 Mineola, NY 11502	Phone (516) 571-4265

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd. Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	8/17		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
8/24/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/24/16		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/24/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/24/16		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/24/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/24/16		
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
8/30/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	8/30/16		

2017 APR 20 11:20 AM SEP - 1 P 12:41

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE



Contract Summary

Description: The contractor is providing Nassau County professional services related to the auditing of Nassau County's Microsoft Software.
Purpose: To assist with Nassau County's Microsoft Software auditing. Nassau County required an independent review of their Microsoft software use, including a baseline inventory of deployments reconciled to licenses purchased to establish an accurate license position. This information is needed in order to respond to the audit being conducted by Microsoft and ensure the County is compliant with Microsoft licensing rules and agreements. This amendment will extend the term for completion of services and increase the Maximum amount of this contract by \$5,000.00, so the maximum amount that will be paid for the services and the special reports required would be \$35,000.00.
Method of Procurement: Streamlined RFP
Procurement History: The Contract was entered into after a written request for proposals a streamlined RFP was issued on March 20th, 2015. Potential proposers were made aware of the availability of the RFP by emailing the RFP to three potential proposers. Proposals were due on March 27th, 2015. Only one proposal was received and evaluated. The evaluation committee consisted of Nancy Stanton, Ed Eisenstein, and Brian Libert. The proposals was responsive and beneficial to the County. As a result the proposal was selected.
Description of General Provisions: The Vendor will provide Nassau County <ol style="list-style-type: none"> 1) Collection of inventory and Licensing data 2) Normalization and analysis of this data 3) Creating of an effective license position report for Microsoft 4) Creation of future state license documents
Impact on Funding / Price Analysis: Maximum amount for this contract is increased by \$5,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

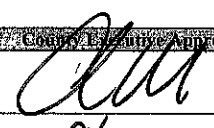
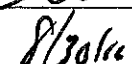
BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$5,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$5,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		
2	ITgen1000/de500	\$5000.00
3		\$
4		\$
5		\$
6		\$
TOTAL		\$5,000.00

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 
Date	Date	E #:

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 NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Universal Management Technology Solutions, Inc. to provide consultation and assistance to the Department in auditing the County Microsoft software, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Universal Management Technology Solutions, Inc.



Nassau County Interim Finance Authority

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

1. Vendor: Universal Management Technology Solutions, Inc. (UMS)

2. Dollar amount requiring NIFA approval: \$ \$5,000.00

Amount to be encumbered: \$ \$5,000.00

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: July 8, 2015 to July 7, 2016

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Microsoft Auditing Services

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % 100

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:

To assist with Nassau County's Microsoft Software auditing, Nassau County required an independent review of their Microsoft software use, including a baseline inventory of deployments reconciled to licenses purchased to establish an accurate license position. This information is needed in order to respond to the audit being conducted by Microsoft and ensure the County is compliant with Microsoft licensing rules and agreements. This amendment will increase the Maximum amount of this contract by \$5,000.00, so the maximum amount that will be paid for the services and the special reports required would be \$35,000.00.

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

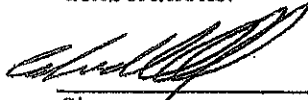

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

The original contract CQIT15000005 for \$30,000.

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 IT Commissioner Date 8/16/16
Ed Eisenstein
Print Name _____

_____ Date 8/23/16

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: Universal Management Technology Solutions, Inc. (UMS)

CONTRACTOR ADDRESS: 64 Beaver Street, Suite 131. New York, NY 110004

FEDERAL TAX ID #: 364622130-01

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 July 8, 2015. This is an amendment to the original contract within the scope of the contract or RFP. The Contract was entered into after a written request for proposals for a streamlined RFP was issued on March 20th, 2015. Potential proposers were made aware of the availability of the RFP by emailing the RFP to three potential proposers.

Proposals were due on March 27th, 2015. Only one proposal was received, and evaluated. The evaluation committee consisted of Nancy Stanton, Ed Eisenstein, and Brian Libert. The proposal was responsive and beneficial to the County. As a result the proposal was selected.

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

8/16/16
Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Dated: 4/19/16

Vendor: Universal Management Technology Solutions

Signed: Michael Hassick

Print Name: Michael Hassick

Title: Vice President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NA

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

NA

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

NA

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

NA

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

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

NA

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:

4/18/16

Signed:

Michael Loeske

Print Name:

Michael Loeske

Title:

Vice President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Lessick
Date of birth 12 / 02 / 1959
Home address 22 Central Avenue
City/state/zip Demarest, NJ 07627
Business address 10 Liberty Street, Suite 30E
City/state/zip New York, NY 10005
Telephone 201-232-0100
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder 10 / 11 / 2006
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 11 / 04 / 2005 ____/____/____
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Approximately 4.7%
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 X NO ____ If Yes, provide details. Loan in exchange for equity
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X ;
If Yes, provide details.

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

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

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

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

CERTIFICATION

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

I, Michael Lessick, 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.

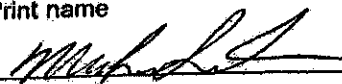
Sworn to before me this 29 day of June 2016

Edna Ortega
Notary Public

Edna Ortega
Notary Public of New Jersey
ID # 2191876
Commission Expires 8/09/2016

Universal Management Technology Solutions, Inc.
Name of submitting business

Michael Lessick
Print name


Signature

Vice President
Title

6 / 29 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name John Blasig
Date of birth 12 / 31 / 62
Home address 10 Liberty Street, Suite 30E
City/state/zip New York, NY 10005
Business address 10 Liberty Street, Suite 30E
City/state/zip New York, NY 10005
Telephone (516) 780-1466
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President _____ / _____ / _____ Treasurer _____ / _____ / _____
Chairman of Board _____ / _____ / _____ Shareholder 7 / 1 / 05
Chief Exec. Officer 7 / 1 / 05 Secretary _____ / _____ / _____
Chief Financial Officer _____ / _____ / _____ Partner _____ / _____ / _____
Vice President _____ / _____ / _____ / _____ / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO _____ YES X If Yes, provide details. Approx. 30%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
NO X YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES _____ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES _____ If Yes, provide details.

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

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

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

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

CERTIFICATION

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I, JOHN BLASIG, 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 19 day of April 2016



Notary Public

Universal Management Technology Solutions, Inc.

Name of submitting business

John Blasig

Print name



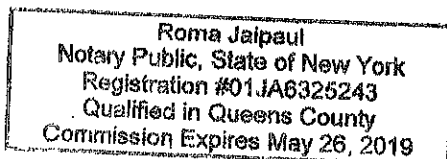
Signature

Chief Executive Officer

Title

04 / 19 / 2016

Date



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

1. Principal Name David Burns

Date of birth / /

Home address 18766 NE 55th Street

City/state/zip Sammamish, WA 98074

Business address 10 Liberty Street, Suite 30E

City/state/zip New York, NY 10005

Telephone (425) 891-9355

Other present address(es)

City/state/zip

Telephone

List of other addresses and telephone numbers attached

President____/____/____Treasurer____/____/____
Chairman of Board/____/____Shareholder 7 / 1 / 05
Chief Exec. Officer____/____/____Secretary 7 / 1 / 05
Chief Financial Officer____/____/____Partner____/____/____
Vice President____/____/____/____/____
(Other)

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

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

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

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

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

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


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

CERTIFICATION

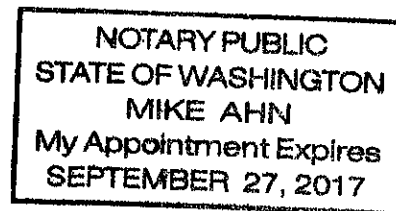
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, DAVID BURNS, 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 18th day of April 2016



Notary Public

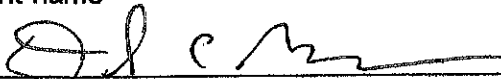


Universal Management Technology Solutions, Inc.

Name of submitting business

David C. Burns

Print name



Signature

COO/Corporate Secretary

Title

04 / 18 / 2016

Date

Correct Business History,
Form Rec'd
6/20/16

Business History Form

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

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

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

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

Date: 6/15/16

1) Proposer's Legal Name: Universal Management Technology Solutions, Inc.

2) Address of Place of Business: 10 liberty Street, Suite 30E, NY, NY 10005

List all other business addresses used within last five years:

64 Beaver Street, Suite, 131, NY, NY 10004 - 63 Wall Street, Suite 704, NY, NY 10005

3) Mailing Address (if different): _____

Phone : 516-780-1466

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 965493401

5) Federal I.D. Number: 36-4622130

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: UMS has desk space in Nassau purchasing office at 1 West Street

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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.
UMS has always and will continue to vet current and potential employees on any potential conflict of interest related to our clients. If a potential conflict of interest is discovered, UMS will endeavor to fully disclose this information to our Clients for further review.

CERTIFICATION

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

Sworn to before me this 15 day of JUNE

2016


Notary Public

MARIA DEL CARMEN RUIZ
Notary Public
State of New Jersey
My Commission Expires Oct. 18, 2017
I.D.# 2426308

Name of submitting business: Universal Management Technology Solutions, Inc.

By: Michael Lessick

Print name


Signature

Vice President
Title

6, 15, 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Universal Management Technology Solutions, Inc.
Address: 10 Liberty Street, Suite 30E, NY, NY 10005
City, State and Zip Code: NY, NY 10005

2. Entity's Vendor Identification Number: 36-4622130

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

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

Board of Directors
Address: 1461 First Avenue, Suite 366, NY, NY 10075
John Blasig, CEO
David Burns, Secretary
Michael Lessick, VP
Phillip November
Adam Barsky
Matthew Puccini
Lou Attanasio

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.

John Blasig, 10 Liberty St, Suite 30E, NY, NY 10005
David Burns, 18766 NE 55th St, Sammamish, WA 98074
Michael Lessick, 22 Central Ave, Demarest, NJ 07627

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.

NA

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

NA

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

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

Dated: 4/18/16

Signed: Michael Hassick

Print Name: Michael Hassick

Title: Vice President

Page 4 of 4

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

AMENDMENT # 1

THIS AMENDMENT, dated as of the date of execution by the Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Universal management Technology Solutions, Inc. (UMS), a New York corporation authorized to transact business in the State of New York, having its principal office at 64 Beaver Street, Suite 131, New York, NY 110004 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a request for proposals (the "RFP") on March 20, 2015 soliciting proposals for services relating to the auditing of the County's Microsoft software, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP on March 27, 2015; and

WHEREAS; the County found the Contractor's proposal to be responsive to the RFP and beneficial to the County; and;

WHEREAS, the County awarded the Services to the Contractor on or about April 1, 2015; and

WHEREAS, the Contractor performs the Services pursuant to County contract number CQIT15000005 executed by the County on July 8th, 2015 (the "Agreement"); and

WHEREAS, the term of the Agreement, expires on July 8th, 2016 (the "Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Thirty Thousand Dollars (\$30,000.00) (the "Maximum Amount"); and

WHEREAS, the Services contemplated by the Original Agreement have not been completed to date; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to extend the term 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 premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term: The Original Term shall be extended until completion of Services or for one (1) six (6) month period, whichever occurs sooner, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be January 8, 2017.

2. Payment Terms. (a) Amount of consideration. The Maximum Amount shall be increased by Five Thousand Dollars (\$5,000.00), 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 Thirty-Five Thousand Dollars (\$35,000.00).
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

**Universal Management Technology Solutions
(UMS).**

By: 
Name: Michael Lessick
Title: Vice President
Date: 8/8/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

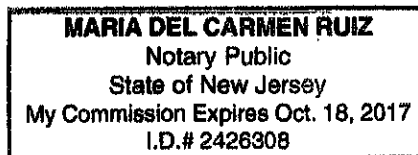
STATE OF NEW JERSEY)

) ss.:

COUNTY OF BERGEN)

On the 9th day of August in the year 2016 before me personally came
Michael Lessick to me personally known, who, being by me duly sworn, did depose and
say that he or she resides in the County of Bergen; that he or she is the
Vice President of Universal Management Technology Solutions, the corporation described herein
and which executed the above instrument; and that he or she signed his or her name thereto by
authority of the board of directors of said corporation.


NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Contract ID#: CQIT15000005

Department: Information Technology**E-103-15****Contract Details**SERVICE Microsoft Audit AssessmentNIFS ID #: CQIT15000005NIFS Entry Date: 04/24/2015Term: Execution to 1 Year

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

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

Agency Information

Vendor	
Name Universal Management Technology Solutions, Inc. (UMS)	Vendor ID# 364622130-01
Address 64 Beaver Street, Suite 131 New York, NY 11004	Contact Person Michael Lessick Phone (201-232-0100)

County Department
Department Contact ED Eisenstein *****Please return the final, approved Contract to Vandana Mamucha
Address 240 Old Country Road, Room 608 Mineola, NY 11502 Phone (516) 571-4265

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/28/15		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
5/7/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/8/15		
5/9/15	County Attorney	CA Approval as to form <input type="checkbox"/>	5/6/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/9/15		
	County Attorney	NIFS Approval <input type="checkbox"/>	4/23/15		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/30/15		6/24/15
5/15/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/15/15		



Contract Summary

Description: The contractor will provide Nassau County professional services related to the auditing of Nassau County's Microsoft Software.
Purpose: To assist with Nassau County's Microsoft Software auditing. Nassau County requires an independent review of their Microsoft software use, including a baseline inventory of deployments reconciled to licenses purchased to establish an accurate license position. This information is needed in order to respond to the audit being conducted by Microsoft and ensure the County is compliant with Microsoft licensing rules and agreements.
Method of Procurement: Streamlined RFP
Procurement History: The Contract was entered into after a written request for proposals a streamlined RFP was issued on March 20th, 2015. Potential proposers were made aware of the availability of the RFP by emailing the RFP to three potential proposers. Proposals were due on March 27th, 2015. Only one proposal was received and evaluated. The evaluation committee consisted of Nancy Stanton, Ed Eisenstein, and Brian Libert. The proposal was responsive and beneficial to the County. As a result the proposal was selected.
Description of General Provisions: The Vendor will provide Nassau County 1) Collection of inventory and Licensing data 2) Normalization and analysis of this data 3) Creating of an effective license position report for Microsoft 4) Creation of future state license documents
Impact on Funding / Price Analysis: \$30,000.00 will be encumbered.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$30,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$30,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	IT/GEN1000/DE500	\$30,000.00
2		\$
3	6/20/15	\$
4		\$
5		\$
6		\$
TOTAL		\$30,000.00

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael J. Cohen</i>	Name: <i>[Signature]</i>	Date: <i>6/20/15</i>
Date: <i>7/2/15</i>	Date: <i>6/20/15</i>	E #: _____

E-103-15

RULES RESOLUTION NO. 122-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Universal Management Technology Solutions, Inc. ("UMS") with regard to the auditing of Nassau County's Microsoft software, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with UMS.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); acting on behalf of the County Department of Information Technology having its principal office at 240 Old Country Road, Mineola, 11501 NY (the "Department"), and (ii) Universal Management Technology Solutions, Inc. (UMS), a New York corporation authorized to transact business in the State of New York, having its principal office at 64 Beaver Street, Suite 131, New York, NY 10004 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") on March 20, 2015, for Microsoft Assessment services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP on March 27, 2015; and

WHEREAS, the County found the Contractor's proposal to be responsive to the RFP and beneficial to the County; and

WHEREAS, the County awarded the Services to the Contractor on or about April 1, 2015; and

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

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

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

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

1. Term. This Agreement shall commence on the date of execution by the County and continue for a period of one (1) year, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The Services to be provided by the Contractor under this Agreement shall consist of Professional Services related to the auditing of Nassau County's Microsoft software. Such Services include, but are not limited to, (i) collection of inventory and licensing data, (ii) normalization and analysis of this data, (iii) creation of an effective license position report for Microsoft and (iv) creation of future state license documents. Such Services are itemized in the Statement of Work ("SOW"), which is incorporated herein by reference and attached hereto as Appendix A. Such Services shall include deliverables ("Deliverables") as defined in the attached SOW.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) ("Maximum Amount"). The Maximum Amount shall be paid in accordance with the Payment schedule set forth in the Payment Section of Appendix A attached hereto.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in

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

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

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

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

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

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

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

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

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

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

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

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean: (i) any information that is specifically marked as "Confidential" "Restricted" or with other similar legend; (ii) information which the County has requested in writing to be kept confidential; (iii) information which is disclosed verbally and identified as confidential at the time of disclosure; (v.) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and (v) nonpublic third-party information entrusted to the other in confidence.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

7. Confidentiality. (a) Confidential Information. The Contractor hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information.

(b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that: (i) was already known to the receiving party prior to disclosure by the disclosing party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) has been approved for release by written authorization of the owner of the Confidential Information; and (v) has been independently developed by the receiving party.

(c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request.

(d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section; or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it.

(e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret.

(f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement.

8. 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.

9. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

10. 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 indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims"

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor 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.

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

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Three Million Dollars (\$3,000,000.00) 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) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any Infringement of intellectual property rights as indicated in Section 14, "Patent / Copyright / Trademark / Trade Secrets Claims."

(c) 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.

(d) 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 coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Right to Works/Intellectual Property Rights. (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other uses. (c) Contractor Property or Works-Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

13. Works Made for Hire. The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

14. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal. Entities, and not the County, shall be liable to the Contractor.

15. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor, will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) (i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own

expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing - equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

16. 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.

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

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

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

the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

22. Change Orders.

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

(b) Contents of Change Order Requests. A separate Change Order Request must be completed for each requested change. The Change Order submitted must clearly state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule, and the appropriate approval signatures. The Change Order Request must also specify any changes to the completion deadlines specified in the attached SOW for each of the milestones specified in that Section.

(c) Change Order Procedure. The County's Project Manager shall be responsible for processing all Change Order Requests. The time for review and designation of the Change Order Request as either accepted or rejected shall not exceed fifteen (15) days for either the County or the Contractor, unless an extension of time is mutually agreed upon by the parties.

(d) The Contractor shall be responsible for including all pricing and schedule impact information in every Change Order Request. The Contractor shall be responsible for maintaining documented amendments denoting any changes agreed upon with the County.

(e) Contract Change Order Designated County Personnel Approval. All Change Order requests must be approved in writing by all designated County personnel.

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

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

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

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

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

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

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

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred and 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.

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

28. 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.

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

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~~New Jersey~~
STATE OF NEW YORK)
Bergen) ss.:
COUNTY OF NASSAU)

On the 17th day of April in the year 2015 before me personally came
Michael Lessick to me personally known, who, being by me duly sworn, did depose and say that
he or she resides in the County of Bergen; that he or she is the Vice President of
Universal Management Technology Solutions, 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.

Susan Cissman RMC
NOTARY PUBLIC

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

On the 5th day of July in the year 2015 before me personally came
Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that
he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the
County of Nassau, the municipal corporation described herein and which executed the above instrument; and
that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau
County.

Concetta A Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE7253026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, 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, upgrading, 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. 142002 providing for enforcement of violations as follows:

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to

each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications,

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

John Blasig (Name)
10 Liberty Street, Suite 30E, NY, NY 10015 (Address)
516-1760-1466 (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.

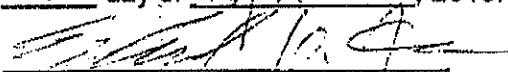
4/20/15
Dated


Signature of Chief Executive Officer

John Blasis
Name of Chief Executive Officer

Sworn to before me this

20 day of April, 2015.


Notary Public

Edward K. Xu
Notary Public, State of New York
No. 01XU5038275
Qualified in Kings County
Commission Expires Jan. 23 2019

Appendix A

Statement of Work

Scope of Services

UMS will provide Nassau County with an independent review of their Microsoft software use, including a baseline inventory of deployments reconciled to licenses purchased to establish an accurate license position. This information is needed in order to respond to the audit being conducted by Microsoft and ensure the County is compliant with Microsoft licensing rules and agreements.

The foundation for an effective SAM program is rooted in the availability of a usable, fully deployed electronic discovery technology. This technology should seamlessly integrate with business processes and resources to deliver usable information to the enterprise. UMS will utilize any existing Nassau County inventory tools as well as the MAPs toolset to collect the inventory. An important goal of this activity is to review and validate existing inventory collection tools and process.

For the server environment, UMS will utilize Microsoft MAPs discovery, along with any available tool data to accurately transform your asset data into usable, actionable information. Accurate normalization and reconciliation of this data is critical - both from a publisher/legislative compliance perspective as well as business infrastructure impact (business continuity, technology upgrades/refreshes/readiness, maintenance, etc.).

Removing unnecessary or misaligned products.

UMS will work closely with Nassau County to develop a list of "Approved Software Titles" as well as identification of unneeded or misaligned products. UMS's methodology will apply all available upgrade/downgrade rights to maximize entitlements and enhance Nassau's negotiating position.

Review and Audit Over-licensing and Software Assurance coverage

UMS will perform a complete Microsoft Software Baseline which will serve as the foundation for recommendations for both product licensing and Software Assurance (where appropriate). The Microsoft Software Baseline will bring together both deployment and entitlement information and will be the foundation from which we will build our license recommendations for Nassau County.

Recommend Purchasing Suites or Individual CALs

The UMS Microsoft Software Baseline will serve as the foundation for all recommendations for the appropriate product/suite and the appropriate CALs.

Leveraging LAR channel to improve pricing/ LAR-offered incentives

UMS will work with the county to identify the LAR characteristics that they should look for as they assess which LAR should be selected to "transact" the county's software license purchases.

Timing Agreements in alignment with key fiscal periods

UMS will consider all incentives and Agreement alignment to maximize any and all discounts that the county may be entitled to.

Empowering Nassau with legitimate and compliant approach

UMS is one of the founding members of the Microsoft Software Asset Management Partner Program which was introduced over ten years ago. As a long standing certified Microsoft Gold Software Asset Management partner, not only do we have extensive experience with licensing, but we also are respected for the work we deliver on behalf of our customers. One of the deliverables that is part of our proposal is an Effective License Position (ELP). The ELP will be created in the format that is accepted by Microsoft to represent the county's license position.

Deliverables

1. Collection of Inventory Data and Licensing data.
2. Normalization and analysis of this data.
3. Creation of the effective license position report for Microsoft.
4. Future State License Documents.
These documents will support the Baseline & Future Licensing Position for use with negotiation with Microsoft in the form of an Effective Licensing Position (ELP) statement.

Baseline Assessment Services

The Baseline Assessment Services' objective is to provide a current Microsoft license reconciliation and data report of the hardware and software installed throughout Nassau County's server and desktop environment estimated at not to exceed 10,000 Client & Window Servers. This service requires the collection of Publisher purchasing records reconciled against discovered inventory data. UMS will normalize the discovered inventory and publisher data and assess the Microsoft licensing position. This reconciliation is based on Publisher licensing rules, agreements, and contractual terms and constructs. Once completed, a report will be compiled that lists license surpluses and deficits. This information will guide Nassau County in optimizing, negotiating and maintaining its software use with Microsoft.

All Services performed remotely unless otherwise specified.

The following process will be followed: **Tactical:**

- UMS will conduct a review of the current Microsoft Audit Draft findings for immediate assessment and responses.
- The Baseline Service will utilize the Nassau County's existing toolset for software inventory discovery, along with the Microsoft MAPs toolset for server, and possibly other, software deployments.
- Coordinate Project Kick-off to engage Nassau County's Project Team.
- UMS will perform the reconciliation between the software installed in the environment and Nassau County's licensing entitlements to include records from Microsoft. For software where license entitlement detail is unavailable, a report of licenses required will be provided to evaluate potential sources of licensing.
- UMS will document licensing misunderstandings and the impact to compliance.

Project Timeframe

Approximately 4 weeks to complete.

Detailed Project Phases

The table below summarizes the high-level tasks to be performed by UMS by Project phase.

Phase	Tasks
Project Kickoff	UMS will review with Nassau County the following: <ul style="list-style-type: none">○ Required Client Resources including procurement for license purchase history, inventory tool(s) technical leads, database leads (for understanding application usage).○ Electronic inventory reports, formats, and coverage.○ Timelines and data requirements.○ Resource constraints.○ Publisher to be reviewed based on inventory data and Nassau County input.

Phase	Tasks
Audit Assessment Review	UMS will review the current draft audit findings provided by the auditor and create a list of recommendations for immediate action.
Assessment	<p>Inventory Collection This purpose of this step is to collect the Microsoft discovery data from Nassau County including assisting with reporting, scripts, and tools where required.</p> <p>Participants: Nassau County Network administrator/client technical contact and UMS Project Team.</p> <p>License Purchase Review The purpose of this step is to receive proof of purchase information from Nassau County and vendors.</p> <ul style="list-style-type: none"> o Collect and normalize purchasing records for selected publisher(s). o UMS will obtain the initial licensing information directly from these vendors where appropriate and pre-approved by Nassau County. o Prior to Kickoff – Nassau County will provide a list of vendors/resellers for verification. <p>Participants: Nassau County Purchasing Agent(s), Nassau County Resellers, UMS ITAM/SAM Consultant.</p> <p>License Position Analysis Analysis and comparison of selected publisher(s):</p> <ul style="list-style-type: none"> o Where deficits are apparent after normalization and application of licensing rules, UMS will work with Nassau County to review provided internal purchasing records (Procurement Database(s)) relative to publisher purchases for possible entitlements. <p>Participants: UMS Project Team and Nassau County.</p> <p>Ongoing Review Delivery of report of Publisher License Position Analysis.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> o Publisher License position findings / recommendations. These reports will be delivered throughout the engagement as UMS completes the services for each in-scope Publisher. o Future State License Position report for negotiating with Microsoft including critical addendum recommendations around BYOD, user definitions, etc. <p>Participants: UMS Project Team and Nassau County.</p>
Audit Findings Support	UMS will participate in all calls between the auditor, Microsoft, and the County where it is permissible by law. Note: UMS cannot negotiate on behalf of the County. UMS's role will be to advise the County on how to respond to this audit as well as how to optimize its environment in a cost effective manner.

Nassau County Responsibilities

Nassau County agrees generally to cooperate with UMS in its delivery of the Services. Nassau County agrees to the following responsibilities:

- 1) Secure and share the most recent Microsoft Licensing Statement (MLS) to UMS's Project Delivery Team as early as possible in the engagement.
- 2) Proof of any/all software license purchase agreements, receipts, etc.
- 3) During the term of this SOW, Nassau County is responsible for promptly notifying UMS in writing of a) any changes Nassau County makes to its information technology environment that may impact UMS's delivery of the Services; and b) if Nassau County becomes aware that any of the Assumptions set forth herein are incorrect.
- 4) Nassau County will maintain a backup of all data and programs on affected systems prior to UMS performing the Services and during the term of the SOW. UMS will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 5) Prior to the start of this SOW, Nassau County will indicate to UMS in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Nassau County Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 6) Nassau County will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). UMS may request that meetings be scheduled with Technical Contacts.
- 7) The Nassau County Contact will have the authority to act for Nassau County in all aspects of the Service including bringing issues to the attention of the appropriate persons within Nassau County's organization and resolving conflicting requirements.
- 8) The Nassau County Contact will ensure that any communication between Nassau County and UMS, including any scope-related questions or requests, are made through the appropriate UMS Project Manager.
- 9) The Nassau County Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 10) The Nassau County Contact will ensure attendance by key Nassau County contacts at Nassau County meetings and deliverable presentations.
- 11) The Nassau County Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 12) Nassau County may be responsible for developing or providing documentation, materials and assistance to UMS and agrees to do so in a timely manner. UMS shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Nassau County's failure to provide such timely documentation, materials and assistance.
- 13) Nassau County will provide (if deemed necessary) VPN access to UMS for data analysis.
- 14) Beyond the initial planning, this engagement requires the following Nassau County resources:
 - a) Network Administration
 - i. Collection of inventory discovery data. It is Nassau County's responsibility to ensure systems are turned on and logged into the network for the scan to occur.
 - b) Procurement
 - i. Entitlements / purchasing history for in-scope publisher.
 - c) Nassau County Project Manager
 - i. Ongoing coordination and project status.
 - d) Application Owners
 - i. Various license related discussions for application deployment (to confirm if/how the licenses are being).

- 15) General Nassau County Requirements
 - a) Discovery Enablement/Collection.
 - b) License purchase data collection and review.
 - c) License Position Analysis review.
- 16) Remote Server Access Requirements
 - a) Security/administrative group contact names/phone numbers/emails (to determine process for the remote access/accounts).
 - b) Helpdesk contact names/phone numbers/emails for general access problem troubleshooting.

Assumptions

UMS has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Nassau County under this SOW.
- 2) All network configuration information (e.g. IP addresses, Subnets, DNS) required by UMS for this project will be provided by the Nassau County. All such network information will be treated as Confidential under the terms of the applicable non-disclosure agreement between the parties.
- 3) As agreed to, Nassau County will provide suitable work space for UMS personnel including computer workstations, telephones and network access. Should UMS be working from a remote location, Nassau County agrees to provide VPN access to the UMS system for UMS's technical resource.

Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any UMS training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, UMS is not responsible (including financial responsibility) for any Nassau County and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Nassau County's operating environment.

Upon request by Nassau County, UMS will provide a proposal for such out of scope services pursuant to Nassau County's contract amendment process.

Schedule / Timeline / Milestones

UMS anticipates the Services will span an estimated period of four (4) contiguous business weeks. The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Phase	Estimated Phase	Resources*
Assessment: Collection of Inventory Data and Licensing Data, Normalization and Analysis of this data, Creation of the Effective License Position Report for Microsoft.	4 weeks	Consultant1 (Data Analyst) Consultant2 (ITAM/SAM Consultant) Consultant3 (Licensing Specialist)

* All work to be performed remotely

Personnel Skills and Qualifications

UMS, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. UMS has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Program Manager (PM)

- Single point of contact and accountability for successful delivery of the Services.
- Obtain deliverable and Services completion acceptance from Nassau County.
- Manage Preferred SAM Solution Partner, UMS.
- Manage the Nassau County relationship.
- Maintain focus on time, cost and scope.
- Facilitate kick-off, status, deliverable review and closeout meetings.
- Oversee Services schedule, communications and status reporting.
- Facilitate change management as needed.
- Confirm the Services delivered are in accordance with the SOW.
- Track and status progress against milestones (if milestones are noted within SOW).
- All Project management activities will be conducted remotely.

Partner Project Coordinator (PPC)

- Single point of contact and accountability for successful delivery of the Services.
- Responsible for ELP review, data collection, program team.
- Maintain focus on time and cost.
- Schedule services resources.
- Facilitate change management as needed.
- Confirm the Services are delivered in accordance with the SOW.
- Project Coordination activities are conducted remotely.

SAM Data Analyst (DA)

- Data review and normalization.

SAM Technical Lead (TL)

- MAPs process and electronic data collection.

Partner Provider Executive (PPE)

- Project oversight and vendor licensing recommendations.

Principal Consultant

- Provide technical thought leadership to the Services team to ensure successful delivery of the Services.
- Review the Service related documentation and implementation of recommended solution.
- Work with the Project Manager and Senior Consultant to gain a comprehensive understanding of the Nassau County's situation and orchestrates the efforts of one or more development resources.
- Review Nassau County technical requirements and provide direction for recommended solution.

- Provide guidance for senior consultant to define estimates for the development tasks.
- Provide technical interlocking of the Nassau County project team to UMS product and Services team(s) to confirm coordinated action tasks.

Payment

% of Total Contract Amount Due		Acceptance	Description	Payment Amount
1	50%	Upon delivery and acceptance of the Effective License Position Report.	"Effective License Position" is a report of current state of customer's deployments matched to licenses they own, identifying license overages and shortfalls.	\$15,000.00
2	50%	Upon delivery and acceptance of Future State License Documents.	"Future State License Documents" is a License Position report which shows the customers current licenses with how they could be deployed in the most optimal manner. This particularly effects server products like SQL Server as well as Visio.	\$15,000.00
Total Cost Of Services				\$30,000.00

Expenses

Expenses are not included in the Charges under this SOW. Unless the Scope changes, pursuant to Nassau County's contract amendment process, UMS will not charge any additional expenses in connection with delivering the Services without the express written consent of Nassau County. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

The price for the Service is based on Nassau County's environment as disclosed to UMS. If the assumptions, client responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through Nassau County's contract amendment process.