



E-182-17

**NIFS ID:CLIT17000003**

**Department: Information Technology**

**Capital:**

SERVICE: Procurement Website

Contract ID #:CQPR14000001

NIFS Entry Date: 26-APR-17

Term: from 03-AUG-17 to 04-AUG-19

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

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

<b>Vendor Info:</b>	
Name: <b>Spec Bid Inc.</b>	Vendor ID#: <b>463416628</b>
Address: PO Box 42	Contact Person: Christopher
Roslyn Heights, NY 11577	Cardillo
	Phone: 516-317-5057

<b>Department:</b>
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old Country Road, Mineola, NY 11501
Phone: 516-571-0008

## Routing Slip

Department	NIFS Entry: X	26-APR-17 -- VMANUCHA
Department	NIFS Approval: X	06-JUN-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	08-JUN-17 -- MSEIDLER
County Atty.	Insurance Verification: X	06-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	12-JUN-17 -- DMCDERMOTT
Dep. CE	Approval: X	31-JUL-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	12-JUN-17 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

**Purpose:** Developing a Shared Service website to enable county and other Government Agencies to provide commodities Through strategic services & generating savings for all. This is to exercise the Renewal option as per Original contract, to renew it for 2 years for the maintenance and support for the website for 8/4/17 to 8/3/19, and for additional funds for this 2 year renewal period.

**Method of Procurement:** RFP

**Procurement History:** The Contract was entered into after a written request for proposals was issued on 7/22/13. Potential proposers were made aware of availability of the RFP by Newspaper Advertisement and posting on website. Thirty four potential proposers requested copies of the RFP. Proposals were due on 8/26/13. Two proposals were received and evaluated. The evaluation committee consisted of Donna Neiland, Robert Koprowski, Michael Schlenoff, Frank Intagliata and Ed Eisenstein. The proposals were scored and ranked. As a result of scoring and ranking the highest-ranking proposer was selected.

**Description of General Provisions:** This E- Procurement System will:

Centralize purchasing requests under the Shared Services initiative.

Streamline and Simplify Nassau County's current procurement process.

Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow. Eliminate costly software and IT cost by utilizing the latest cloud based technology.

**Impact on Funding / Price Analysis:** \$372,000.00 for two years, but only 186,000.00 is encumbered at this time for 2017-2018.

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGen1430	Revenue		03	ITGEN1430/DE5A5	\$ 0.01
Control:		Contract:		04	ITGEN1430/DE5A5	\$ 186,000.00
Resp:		County	\$ 186,000.01			\$ 0.00
Object:	DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 186,000.01		TOTAL	\$ 186,000.01
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Spec Bid Inc.

2. Dollar amount requiring NIFA approval: \$372000.01

Amount to be encumbered: \$186000.01

This is a 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: 8/3/17-8/4/19

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: Shared Services Website maintenance and support

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Developing a Shared Service website to enable county and other Government Agencies to provide commodities through strategic services & generating savings for all. This is to exercise the Renewal option as per Original contract, to renew it for 2 years for the maintenance and support for the website for 8/3/17 to 8/4/19, and for additional funds for this 2 year renewal period.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

09-JUN-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 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 SPECBID HOLDINGS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with SpecBid Holdings, Inc., respecting the e-procurement system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with SpecBid Holdings, Inc.

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: SpecBid Holding, Inc.

CONTRACTOR ADDRESS: P. O Box 42, Roslyn Heights, NY 11577

FEDERAL TAX ID #: 463416628

**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]. \_\_\_\_\_ [#] 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. {X} This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on August 4<sup>th</sup>, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on 7/22/13. Potential proposers were made aware of availability of the RFP by Newspaper Advertisement and posting on website. Thirty Four potential proposers requested copies of the RFP. Proposals were due on 8/26/13. Two proposals were received and evaluated. The evaluation committee consisted of Donna Neiland, Robert Koprowski, Michael Schlenoff, Frank Intagliata and Ed Eisenstein. The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer 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. {X} Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

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

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

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

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

*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?

Friends of Ed Mangano - June 2016 - \$150.00 From  
SpecBid Holdings, Inc

Friends of Ed Mangano - Sept. 2016 - \$150.00 from  
Chris Cardillo

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

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

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

Vendor: SpecBid Holdings, Inc

Dated: 6-25-2017

Signed:

A handwritten signature in black ink, appearing to read "C. Cardillo", is written over a horizontal line.

Print Name: Christopher Cardillo

Title: CEO

## **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.

Does not apply - no lobbyist was retained or used.

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

Does not apply - no lobbyist was retained or used.

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

Does not apply - no lobbyist was retained or used.

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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.

Does not apply - no lobbyist was retained or used.

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

Does not apply - no lobbyist was retained or used.

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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?

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Does not apply - no lobbyist was retained or used.

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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.

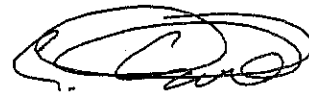
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 4-10-2017

Signed: \_\_\_\_\_



Print Name: \_\_\_\_\_

Chris Cardillo

Title: \_\_\_\_\_

CEO

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

**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 Christopher Cardillo  
Date of birth 05 / 04 / 1972  
Home address 107 Ayers Road  
City/state/zip Locust Valley, NY 11560  
Business address PO Box 42  
City/state/zip Roslyn Heights, NY 11577  
Telephone 844-773-2243  
Other present address(es) 14 Penn Plaza 225 W 34th St 9th Floor  
City/state/zip New York, NY 10122  
Telephone 844-773-2243

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer 09 / 01 / 2010 Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Founder, CEO and majority shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
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.

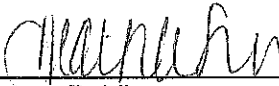
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each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

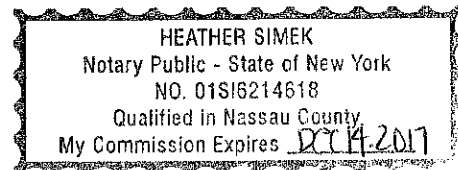
**CERTIFICATION**

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

I, Christopher Cardillo, 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 10<sup>th</sup> day of April 2017

  
Notary Public



SpecBid Holdings, Inc

Name of submitting business

Christopher Cardillo

Print name

  
Signature

CEO

Title

4 / 10 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jason Hupe  
Date of birth 12 / 01 / 1972  
Home address 23 Tennessee Ave  
City/state/zip Long Beach, NY 1156  
Business address PO Box 42  
City/state/zip Roslyn Heights, NY 11577  
Telephone 844-773-2243  
Other present address(es) 14 Penn Plaza 225 W 34th St 9th Floor  
City/state/zip New York, NY 10122  
Telephone 844-773-2243

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 06 / 01 / 2014  
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /       
(Other) Chief Digital Officer
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 5% ownership of SpecBld Holdings, Inc
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      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, Jason Hupe, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22<sup>nd</sup> day of MAY 2017

John McGee  
Notary Public

JOHN MCGEE  
Notary Public, State of New York  
No. 01MC6118014  
Qualified in Nassau County  
Comm. Expires 11/01/2020

Spec Bid Holdings, Inc  
Name of submitting business

JASON HUPE  
Print name

[Signature]  
Signature

Chief Digital Officer  
Title

05 / 22 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John Bonanno  
Date of birth 07 / 02 / 1971  
Home address 308 Main Street  
City/state/zip New Rochelle, NY 10801  
Business address PO Box 42  
Roslyn Heights, NY 11577  
City/state/zip \_\_\_\_\_  
Telephone 844-773-2243  
Other present address(es) 14 Penn Plaza 225 W 34th St 9th Floor  
City/state/zip New York, NY 10122  
Telephone 844-773-2243  
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 05 / 01 / 2011  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Investor and 20% ownership  
of SpecBid Holdings, Inc
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ 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.

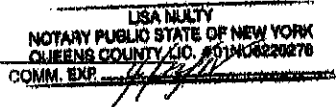
**CERTIFICATION**

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I, John Bonanno, 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 18 day of May 2017

  
Notary Public



Spec Bid Holdings, Inc  
Name of submitting business

John Bonanno  
Print name

John Bonanno  
Signature

\_\_\_\_\_  
Title

5/18/2017  
Date

### Business History Form

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

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

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

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

Date: 3-22-2017

1) Proposer's Legal Name: SpecBid Holdings, Inc

2) Address of Place of Business: PO Box 42 Roslyn Heights, NY 11577

List all other business addresses used within last five years: 225 W 34th St, 9th Floor  
New York, NY 10122

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

Phone : 844-773-2243

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 46-3416628

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

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

Yes ☐ No ☒ X If Yes, please provide details: \_\_\_\_\_

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

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

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No 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.  
SpecBid thoroughly vets all employees and potential clients. All employees are subject to a background check and disclosure questionnaire. Additionally, we vet all clients through extensive diligence (lexisnexis, business search, lien search, etc) to insure a conflict is avoided.

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

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

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

B. Indicate number of years in business.

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

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

Company Simplicity Software, LLC

Contact Person Michael Harvey

Address 411 Park Suite D

City/State Waterloo IL 62298

Telephone (314) 779-2670

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

E-Mail Address michael.c.harvey@outlook.com

Company Frank Intagliata  
Contact Person Nassau University Medical Center  
Address 2201 Hempstead Turnpike  
City/State East Meadow, NY 11554  
Telephone 516-572-6721  
Fax # \_\_\_\_\_  
E-Mail Address fintagli@numc.edu

Company GROTON Merchant Bank  
Contact Person LUIS RINALDINI  
Address 551 MADISON AVE Suite 303  
City/State New York, NY. 10022  
Telephone 212-430-1801  
Fax # \_\_\_\_\_  
E-Mail Address lrinaldini@grotonpartners.com

Attachment for SHF

Rev. 3-2016  
SpecBid Holdings, Inc

17 A.

- i) Date of formation **8-13-2013**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

**Chris Cardillo 107 Ayers Road Locust Valley NY 11560 / CEO**

**John Bonanno – 308 Main St. New Rochelle, NY 10801 EVP**

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

**Chris Cardillo - 107 Ayers Road Locust Valley NY 11560 / CEO**

**John Bonanno – 308 Main St. New Rochelle, NY 10801 EVP**

**Jason Hupe – Chief Digital Officer / VP – 23 Tennessee Ave. Long Beach, NY 11561**

- iv) State of incorporation (if applicable)

**Delaware**

- v) The number of employees in the firm

**5**

- vi) Annual revenue of firm

**1M**

- vii) Summary of relevant accomplishments

**SpecBid was the First cloud based platform for buyers and sellers of commercial building products launched NYC 2011. Having over 2000 private sector clients' complete transactions over our platform, we set our sights on municipal procurement. In 2014, SpecBid Won Nassau County RFP against larger competitors such as Oracle and Coupa. The innovative Transparent real time bidding platform for Shared Services was launched in early 2015. Starting w vendor registrations and real time bidding, the platform was an Immediate success.**

**Since then, SpecBid has successfully collected over 425k in Vendor Registration fees for Nassau County which is an unprecedented number for this type of service.**

**SpecBid is currently engaged in negotiations with notable agencies such as DASNY and MTA, as well as Suffolk County, NY**

- viii) Copies of all state and local licenses and permits. (see attached formation docs)

B. Indicate number of years in business. **7 Formed in 2010 as llc, restructured as Corporation in 2013**

Rev. 3-2016  
SpecBid Holdings, Inc

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

**The leadership team at SpecBid has a combined 50 plus years in procurement, sales and technical development. With experience ranging from Government, aerospace and commercial construction, we have assembled a first-class team using industry best practices. With a 100% satisfaction record with our municipal and private clients, we have become emerging leaders in the cloud based procurement sector.**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPECBID HOLDINGS, INC" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SPECBID HOLDINGS, INC" WAS INCORPORATED ON THE TWELFTH DAY OF AUGUST, A.D. 2013.


AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

5392115 8300

130982496

You may verify this certificate online  
at [corp.delaware.gov/suthver.shtml](http://corp.delaware.gov/suthver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0660143

DATE: 08-13-13

FILING RECEIPT

=====

ENTITY NAME: SPECBID HOLDINGS, INC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: NASS

=====

FILED:08/16/2013 DURATION:PERPETUAL CASH#:130816000600 FILM #:130816000542  
DOS ID:4446860

FILER:

EXIST DATE

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CHRISTENA WALKER  
BLUMBERG EXCELSIOR  
16 COURT STREET, 14TH FL  
BROOKLYN, NY 11241

08/16/2013

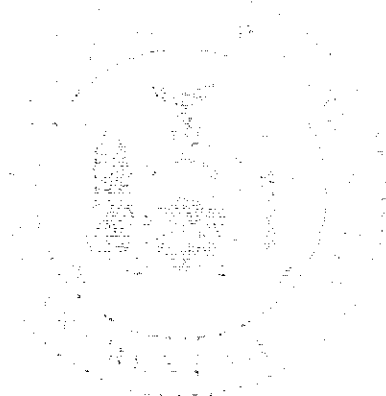
ADDRESS FOR PROCESS:

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THE CORPORATION  
60 PINETREE LANE  
ROSLYN HEIGHTS, NY 11577

REGISTERED AGENT:

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The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39

FEES 250.00  
-----  
FILING 225.00  
TAX 0.00  
CERT 0.00  
COPIES 0.00  
HANDLING 25.00

PAYMENTS 250.00  
-----  
CASH 0.00  
CHECK 0.00  
CHARGE 0.00  
DRAWDOWN 250.00  
OPAL 0.00  
REFUND 0.00

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DOS-1025 (04/2007)

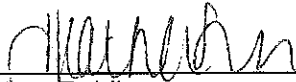
## CERTIFICATION

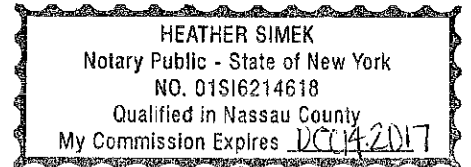
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher Cardillo, 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 10<sup>th</sup> day of April


2017

  
Notary Public



Name of submitting business: SpecBid Holdings, Inc

By: Christopher Cardillo

  
Signature

CEO  
Title

4 / 10 / 2017  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: SpecBid Holdings, Inc

Address: PO Box 42

City, State and Zip Code: Roslyn Heights, NY 11577

2. Entity's Vendor Identification Number: \_\_\_\_\_

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

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

Christopher Cardillo - 107 Ayers Road Locust Valley, NY 11560

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.

Christopher Cardillo - 107 Ayers Road, Locust Valley, NY 11560

John Bonanno 308 Main St. New Rochelle, NY 10801

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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

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

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

None

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

None

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

None

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

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

Dated: 4-02-2017

Signed: 

Print Name: Christopher Cardillo

Title: CEO

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

## AMENDMENT #1

THIS AMENDMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SpecBid Holdings, Inc., a Delaware corporation, having its principal office at P. O. Box 42, Roslyn Heights, New York 11577 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPR14000001 between the County and the Contractor, executed on behalf of the County on August 4, 2014, (the "Original Agreement"), the Contractor performs certain services for the County in connection with its web based procurement system which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from August 4, 2014 to August 3, 2017 (the "Term"); and

WHEREAS, the Original Agreement contains two (2) one (1) year renewal options (the "Renewal Options") for maintenance and support services (the "Maintenance Services") exercisable at the County's sole discretion; and

WHEREAS, the Maximum Amount, as defined in the Original Agreement, is Six Hundred and Fifty-Two Thousand Dollars (\$652,000.00); and

WHEREAS, the County desires to exercise the Renewal Options and renew the Term for an additional two years (the "Renewal Term"); and

WHEREAS, the County and Contractor desire to increase the Maximum Amount by Three Hundred and Seventy-Two Thousand Dollars (\$372,000.00) to pay for the Maintenance Services during the Renewal Term; and

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

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

1. Term Renewal. The County hereby exercises the Renewal Options and the Term shall be renewed for an additional two years, so that the termination date of the Original Agreement, as amended herein, shall be August 3, 2019.
2. Maximum Amount. The Maximum Amount shall be increased by Three Hundred and Seventy-Two Thousand Dollars (\$372,000.00), so that the maximum amount to be paid to the Contractor for the Services under the Original Agreement shall not exceed One Million, Twenty-Four Thousand Dollars (\$1,024,000.00).

3. Encumbrance. The Contractor understands that only One Hundred and Eighty-Six Thousand Dollars (\$186,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

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

SpecBid.

By: 

Name: Christopher Casillo

Title: CEO

Date: 5-26-2017

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

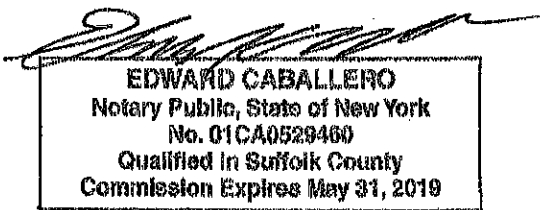
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 26 day of May in the year 2017 before me personally came  
Christopher Cuadillo to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is the  
CEO of Spec Bid Holdings, Inc. the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name thereto  
by authority of the board of directors of said corporation.

NOTARY PUBLIC



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

BIN INSURANCE HOLDINGS LLC/PHS  
PO BOX 33015  
SAN ANTONIO TX 78265

Nassau County  
240 OLD COUNTRY RD  
MINEOLA NY 11501



# CERTIFICATE OF LIABILITY INSURANCE

LAB  
R001DATE (MM/DD/YYYY)  
6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BIN INSURANCE HOLDINGS LLC/PHS 505301 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> (888) 443-6112
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	
<b>INSURED</b> SPECBID HOLDINGS, INC 107 AYERS RD LOCUST VALLEY NY 11560	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Sentinel Ins Co LTD	<b>NAIC#</b> 11000
	<b>INSURER B:</b> Property & Casualty Co of Hartford	34690
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>			46 SBM UK1123	06/19/2016	06/19/2017	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab	x					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMPROP AGG	\$2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
								\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			46 WEC AK9517	06/19/2016	06/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

Nassau County  
240 OLD COUNTRY RD  
MINEOLA, NY 11501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*For Tailor*

Contract ID# CQPR14000001



Department: Shared Services

## Contract Details

SERVICE:

E-163-14

NIFS ID #: CQPR14000001

NIFS Entry Date: 6/11/14 Term: Date Executed for 3 Years

New X    Renewal	1) Mandated Program:	Yes	No X
Amendment	2) Comptroller Approval Form Attached:	Yes X	No
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
Blanket Resolution RES#	5) Insurance Required	Yes X	No

## Agency Information

Vendor	
Name Spec Bid Holdings, Inc.	Vendor ID# 463416628
Address PO Box 42 Roslyn Heights., NY 11577	Contact Person Christopher Cardillo Phone 516-317-5057

County Department
Department Contact Shared Services Frank Intagliata
Address 1 West Street Mineola, NY 11501
Phone 516-571-6107

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	6/20/14	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	6/20/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	6/20/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	6/20/14	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	6/20/14	[Signature]	
	County Attorney	NIFS Approval	6/20/14	[Signature]	
	Comptroller	NIFS Approval	6/16/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	6/14/14	[Signature]	

## Contract Summary

Description:

PR5254 (1/06)

Contract ID# CQPR14000001



Department: Shared Services

<b>Purpose:</b>	
Developing a shared service website to enable County and other Government Agencies to procure commodities through strategic services & generating savings for all.	
<b>Method of Procurement:</b>	
Request For Proposals (RFP)	
<b>Procurement History:</b>	
The Contract was entered into after a written request for proposals was issued on 7/22/13. Potential proposers were made aware of availability of the RFP by Newspaper Advertisement and posting on website. Thirty four potential proposers requested copies of the RFP. Proposals were due on 8/26/13. Two proposals were received and evaluated. The evaluation committee consisted of Donna Neiland, Robert Koprowski, Michael Schlenoff, Frank Intagliata and Ed Eisenstein. The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer was selected.	
<b>Description of General Provisions:</b> This E-Procurement System will: Centralize purchasing requests under the Shared Services initiative. Streamline and simplify Nassau County's current procurement process. Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow. Maximize productivity while lowering costs by reducing the number of people involved in the current process. Eliminate costly software and IT costs by utilizing the latest cloud based technology.	
<b>Impact on Funding / Price Analysis:</b>	
NYS GRANT	\$317,700
NASSAU COUNTY	\$ 35,300
ESTIMATED TOTAL	\$353,000
<i>\$265,000 initial encumbrance DSO</i>	
<b>Change in Contract from Prior Procurement:</b>	
N/A	
<b>Recommendation:</b> (approve as submitted)	

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	10
Resp:	1100
Object:	DE 500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$ 35,300
Federal	\$ -
State	\$317,700
Capital	\$ -
Other Grant	\$ -
<b>TOTAL</b>	<b>\$353,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGRTGEX4NYS DE500	\$ 317,700
2	PRGEN1100 DE500	\$ 35,300
3		\$ -
4		\$ -
5		\$ -
6		\$ -
<b>TOTAL</b>		<b>\$ 353,000</b>

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

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

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
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 <i>Steven Salviolo</i>	Date <i>8/14/14</i>
Date <i>7/17/14</i>	Date <i>7/16/14</i>	(For Office Use Only)
E #:		

E-163-14

RULES RESOLUTION NO. 193 2014

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6/30/14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with SpecBid Holdings, Inc. to develop and maintain an e-procurement  
system, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

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

RULES RESOLUTION NO. - 2014

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

WHEREAS, the County has negotiated a personal services agreement with SpecBid Holdings, Inc. to develop and maintain an e-procurement system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: Spec Bid Holdings, Inc.

CONTRACTOR ADDRESS: PO Box 42, Roslyn Heights, NY 11577

FEDERAL TAX ID #: 463416628

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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 7/22/13. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County website. Of the potential proposers, 34 requested copies of the RFP. Proposals were due on 8/26/13. Two (2) proposals were received and evaluated. The evaluation committee consisted of: Frank Intagliata, Ed Eisenstein, Michael Schlenoff, Donna Neiland and Robert Koprowski. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

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

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

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

☐ 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.

*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.



Authorized Signature  
Shared Services, Office of Purchasing

6/20/18

Date

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

SpecBid Holdings, Inc.

6/20/2014

Ownership / shareholder disclosure statement;

Christopher Cardillo

107 Ayers Road

Locust Valley, New York 11560

John Bonnano

308 Main Street

New Rochelle, NY 10801

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SpecBid Holdings, Inc., a Delaware corporation, having its principal office at P.O. Box 42, Roslyn Heights, New York 11577 (the "Contractor").

### WITNESSETH:

WHEREAS, the County is a political subdivision of the State of New York;

WHEREAS "SpecBid" is an existing web-based technology platform developed and owned by the Contractor that utilizes proprietary algorithms and data modeling techniques specifically designed to create an online exchange to manage the process of specification-based procurement;

WHEREAS, pursuant to a letter dated January 16, 2014, the Contractor was selected to implement, maintain and support a version of the SpecBid e-procurement platform and appropriate enhancements thereto, in an effort to centralize purchasing requests under the County's Shared Services Initiative, and in accordance with the Contractor's response to Nassau County's RFP No. IT0716-1331 (the "RFP"; Contractor's response thereto, the "RFP Response"; the Scope of Service Proposal contained in the RFP Response, the "RFP Scope of Services");

WHEREAS, this Agreement was let to the lowest bidder in conformance with New York State law;

WHEREAS, the RFP, Scope of Services intended to be covered by this Agreement are identified and defined in the Statement of Work attached hereto as Appendix "A" and incorporated herein by reference (the "SOW");

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

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

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

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

1. Term. (a) This Agreement shall commence on the date of execution by the parties (the "Effective Date") and shall continue for a period of three (3) years, unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed for two (2) additional one (1) year periods at the sole discretion of the County. If the County exercises both renewal options, the total term of this Agreement would be five (5) years. The work performed shall be divided into the following periods: (a) Implementation Period. The initial implementation phase of the RFP Scope of Services identified in the SOW (such initial phase, the "Implementation Period") shall commence on the

Effective Date and shall continue for a period of one (1) year.

(b) Maintenance Period. The Maintenance Period shall commence on the one (1) year anniversary of the Effective Date and continue for the final two (2) years of the Agreement. After expiration, the Maintenance Period can be renewed for two (2) additional one (1) year periods at the sole discretion of the County.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the development and implementation of the the RFP Scope of Services, which services are itemized and described in greater detail in the SOW, and which are incorporated herein by reference and attached hereto as Appendix "A" (the "Services"). Such Services shall include deliverables ("Deliverables") as defined in the attached SOW, and provide for the configuration, implementation, training, hosting and maintenance and support of the full web-based e-Procurement System (sometimes herein referred to as the "System") for the Nassau County Office of Shared Services as contemplated by the RFP Response and RFP Scope of Services.

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, except for Maintenance and Support Services, shall be Six Hundred and Fifty-Two Thousand and 00/100 Dollars (\$652,000.00) (the "Maximum Amount"). Payment shall be made in accordance with the payment schedule annexed hereto as Appendix "F" and incorporated herein by reference.

(b) Schedule of Maintenance and Support Fees. Maintenance and support fees (the "Maintenance and Support Fees") shall be paid in accordance with the Service and Maintenance & Support Fee schedule set forth in Appendix "C" attached hereto.

(c) Encumbrance. The Contractor understands that only Two Hundred and Sixty-Five Thousand Dollars (\$265,000.00) is encumbered at this time under this Agreement for Services, which amount does not include Maintenance and Support Fees. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the County Comptroller.

(d) 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 reasonably 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 reasonably satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

(h) Acceptance. The County shall sign a Project Completion and Acceptance Form after the completion of each Deliverable. A copy of said Project Completion and Acceptance Form is incorporated into this Agreement by reference and attached hereto as Appendix "D". In event of a conflict between the provisions of the Project Completion and Acceptance Form and the terms of this Agreement, the terms of this Agreement shall control. If material system or operational failures are encountered, the Go-Live date may be extended in accordance with the provisions of this Agreement. The full web-based e-Procurement System contemplated by the RFP Response shall not Go-Live until all project Deliverables identified in SOW are accepted in writing by the County.

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. As of the date of this Agreement, the Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such

breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (ii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certificate of Compliance, attached to this Agreement as Appendix "L". The Contractor shall provide to the County any information necessary to maintain the Certificate's accuracy.

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

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

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

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor from the Department 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.

(f) The provisions of this Paragraph 6(d) shall survive the expiration or termination of this Agreement.

(g) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under this Agreement.

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

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

(c) Staffing and Personnel: Both parties shall assign a staff member to serve as the Project Manager/Liaison, who shall be the primary point of operational contact for this Agreement. The Project Managers will answer technical and analytical questions and will provide all required project approvals within their reasonable control. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its reasonable 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 reasonably 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.

(e) In the event the Contractor, its assignees or successor, at any point during the continued implementation and operation of the products provided under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its proprietary software, the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said proprietary software, at no expense to the County.

8. 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.

9. Warranties.

(a) The Contractor warrants that the Software or any action of the Contractor shall not cause any existing County system to fail or otherwise not perform in accordance with all functionality requirements of the County. In the event the Software or any action of the Contractor causes such a failure, corrective actions shall be taken to achieve proper operation. Contractor shall take reasonable corrective action to cure the failure within fifteen (15) days of receipt of notice of the failure. If corrective action is not taken within such fifteen (15) day period, such inaction shall be deemed a material breach of this Agreement. In the event that corrective action cannot be taken to correct such a failure, Contractor shall replace all equipment or software rendered defective. All corrective action or replacement under this warranty shall be at the Contractor's sole cost and expense.

(b) The County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.

(c) Where a manufacturer's warranty term is longer than the Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to the County, to the extent permitted by such manufacturer's warranty. If such manufacturer's warranty is not permitted to be passed through, Contractor shall extend the Warranty Period to match the term of the manufacturer's warranty.

(d) Project Personnel. All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of the Contractor or, if applicable, the Contractor's Agents or Contractor's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

(e) Pass-Through of Warranties. The Contractor hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to the County, to the extent permitted by such third-party warranties. If any third-party warranties are not permitted to be passed through, Contractor shall provide a warranty to match the term of the manufacturer's warranty.

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

(g) Infringement. The Contractor warrants and represents that the Software does not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or action alleging that the Software infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right, provided the County gives written notice of any suit to the

Contractor. In the event of any third party claim against the County in respect of the Software, the Contractor, at its option, may (i) obtain the right to use the Software without obligation on the part of the County to the owner of the allegedly infringed Intellectual property, (ii) modify the Software, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Software and refund to the County all amounts paid to the Contractor in respect of the infringing Software, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Software, to the extent modifications were made without the Contractor's approval; (ii) the use of the Software in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific written instructions.

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

#### 10. System License.

(a) Use License. Upon (i) delivery by the Contractor of the full web-based e-Procurement System contemplated by the RFP Response in accordance with this Agreement and (ii) acceptance by the County and timely payment of the Maintenance and Support fees set forth in Appendix "C", the Contractor hereby grants to the County a non-exclusive, royalty-free license to use the System (including, without limitation, all modules delivered and installed by the Contractor, and accepted and paid for by the County for the purposes set forth in the SOW, subject to the restrictions on use set forth herein. Upon delivery of all project deliverables by the Contractor, and acceptance of all project deliverables and payment of all initial development and deployment fees to the Contractor by the County, the Contractor's license granted herein shall be inclusive of all System components and modules as listed in the SOW required to be delivered by the Contractor throughout the project. Notwithstanding the foregoing, the County shall pay the Contractor a certain "full use license and maintenance" monthly fee as detailed in Appendix "F".

(b) Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by the Contractor, the County shall not (i) reverse engineer, de-compile, or disassemble any portion of the software licensed hereunder or (ii) sublicense, transfer, rent, or lease the System, or any part thereof, or its usage.

(c) Third-Party Software. The license grant set forth in this Section includes the right to use any third-party software whether or not described as part of the System; provided, however, that access to and use of such third-party software shall be according to the terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such third-party software. All such fees and / or licensing fees for third-party software shall be at no cost to the County. The Contractor shall pass through to the County any and all warranties granted to the Contractor by the owners, licensors, and/or distributors of such third-party software, to the extent permitted by such warranties. If such warranties are not permitted to be passed through, Contractor shall provide County with a warranty to match the term of the manufacturer's warranty.

#### 11. Acceptance.

If the County reasonably determines that a Deliverable materially fails to meet the

specifications and/or other acceptance criteria mutually agreed upon by the parties, the County shall (a) within fifteen (15) business days after the delivery by the Contractor of such Deliverable, notify the Contractor in writing of such failure, and (b) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, the Contractor shall make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet the specifications and/or other acceptance criteria mutually agreed upon by the parties within fourteen (14) days, and either: (i) in the case of a non-software Deliverable, re-submit such Deliverable to the County for the County's review; or (ii) in the case of a Deliverable that comprises software, notify the County that such Deliverable is ready for re-testing. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria, the County shall issue a writing indicating its acceptance of such Deliverable.

12. Deleted prior to execution.

13. Right to Deliverables.

(a) For purposes of this Agreement, (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as an eProcurement System for their use in performing the Services, including but not limited to the SpecBid web-based e-Procurement System and any modification, enhancement and/or derivative works thereto; provided, however, that all modifications, enhancements and derivative works of the eProcurement System created by the Contractor under this Agreement and intended to be used solely by the County or containing County-specific confidential data shall be owned by the County and (iii) "Deliverables" means all Technology that the Contractor or its subcontractors create for delivery to the County as a result of the Services, but not, under any circumstances, any Contractor Technology which shall at all times be and remain the property of the Contractor.

(b) Upon full and final payment to the Contractor hereunder, and subject to all other terms and conditions herein, the Contractor hereby (i) assigns to the County all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the County the right to use, for the County's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables.

(c) Notwithstanding anything contained in Paragraph 13(b) above or elsewhere in this Agreement, it is understood and agreed that all Contractor Technology, including, without limitation, (i) the SpecBid web-based e-Procurement System and any modification, enhancement and/or derivative works thereto, (ii) any Deliverables containing Contractor Technology, and (iii) the intellectual property rights associated therewith, are and will at all times remain the property of the Contractor, and no right, title or ownership interest of any kind in such Contractor Technology and/or the intellectual property rights associated therewith will pass to the County. The parties further acknowledge that the Contractor is or may be providing e-Procurement services utilizing Contractor Technology to other government agencies and/or private industries, and nothing in this Agreement shall prevent or prohibit the Contractor from using Contractor Technology in connection therewith. This Agreement is solely for the implementation of Contractor Technology into the County's Office of Shared Services e-procurement initiative, and for the license to use such Contractor Technology under the terms and conditions of this Agreement and the Final Contract for Services.

14. Ownership of Manuals; County Data.

(a) Training Materials; Manuals. All training materials or other manuals developed solely by the Contractor for use by the County in connection with this Agreement shall be the

sole property of the County. All training materials or other manuals developed jointly by the parties shall be owned jointly by the parties, and each party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to the confidentiality obligations set forth in this Agreement.

(b) County Data. All County data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) shall remain the property of the County. The Contractor shall not use the County data other than in connection with providing the Services pursuant to and in accordance with this Agreement.

15. Inspection of Services. All Services shall be subject to inspection by the County to the extent practicable at any reasonable time and place. Any inspection by the County shall be performed in such a manner as not to unduly delay performance of Services.

16. Patent/Copyright Claims.

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

(b) In addition to the foregoing, and in addition to the provisions of Paragraph 9(g) of this Agreement, if the use of any Deliverable(s) or part(s) thereof shall be enjoined for any reason, or if Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using such Deliverable(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement for the infringing Deliverable(s).

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

17. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

18. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

#### 19. Change Orders.

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

County committee and, if necessary, by the County Legislature and / or Nassau County Interim Finance Authority ("NIFA").

(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.

(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's Project Manager 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 Committee Approval. All Change Order requests must be approved in writing by all members of the designated County committee.

(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.

(g) NIFA Approval: As of the Effective Date, the County is in a control period imposed by the Nassau County Interim Finance Authority ("NIFA"). As such, any Change Order Request that increases the cumulative total amount due to Fifty Thousand Dollars (\$50,000.00) or more must be approved by NIFA.

20. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' prior written notice to the Contractor, (ii) for "Cause" by either party upon the receipt by the allegedly breaching party 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 that continues for a period of thirty (30) days after the allegedly breaching party receives written notice thereof from the party alleging breach specifying the nature of such breach; (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.

21. 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. 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.

22. 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.

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

24. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with

respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

26. 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.

27. 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.

28. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

29. 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 NIFA, 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.

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

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

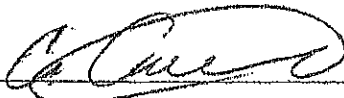
32. No Partnership or Joint Venture. It is the intention of the parties hereto to create only a vendor-vendee and licensor-licensee relationship, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship between the parties of principal and agent, partners, or joint venturers.

33. Piggy-Back Clause: Use of Contract by Others. With the written authorization of the Applicable DCE, political subdivisions and other entities authorized by law may participate in contracts resulting from the RFP from which this Agreement was procured. More specifically, this Agreement and the Services contemplated herein are intended to be made available for use by other governmental entities and any other entity authorized by law to participate in such contracts.

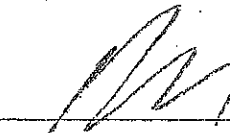
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SPECBID HOLDINGS, INC.

By:   
Name: Chris Carrillo  
Title: CEO  
Date: 6-9-2014

NASSAU COUNTY

By:   
Name: Richard E. Walker  
Title: Deputy County Executive  
Date: 8/4/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF )

On the 9 day of June In the year 2014 before me personally came Chris Cardillo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of Spec-Bis Holdings, Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 9 day of June In the year 2014 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; 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

*Patricia A.M. Brown*

PATRICIA A.M. BROWN  
Notary Public, State of New York  
No. 30-4867808  
Qualified in Nassau County  
Commission Expires June 4, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of August in the year 2014 before me personally came Richard P. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PEE258028  
Qualified in Nassau County  
Commission Expires April 02, 2016

## APPENDIX A STATEMENT OF WORK

The RFP Scope of Services contemplates that the Contractor will deliver, configure and install, host, maintain and support a version of their existing e-procurement platform, "SpecBid", with appropriate enhancements to meet the needs of the Nassau County Department of Shared Services.

This e-procurement System will:

- Centralize purchasing requests under the Shared Services initiative.
- Streamline and simplify Nassau County's current procurement process.
- Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow.
- Maximize productivity while lowering costs by reducing the number of people involved in the current process.
- Eliminate costly software and IT costs by utilizing the latest cloud based technology.

For purposes of this Agreement, the Contractor will implement the deliverables identified in the RFP Scope of Services, as follows:

### Phase 1 Deliverables

#### Data Modeling Module(s)

The contractor will develop and document data models for contracts, commodities, specs, business rules, matching rules, agents and vendors. The data model defines objects, properties and relationships. The contractor will use its existing definitions, common fields and purposed fields to develop initial models. These models will be updated as specifics about objects are enumerated. All logic in the system, such as business rules will be defined using items from the data models. Developing complete data models for contracts, commodities, business rules, matching rules, agents, vendors and specs is a crucial step in delivering Phase 1 functionality.

#### Registration Module

Contractor will include a web-based registration page for vendors. The County will provide a list of required information to be included in the registration including information required for verification and eligibility determination. The County will provide the specific rules to be used for verification and eligibility. The County will provide an interface to any internal or third party system or process defined in the rules and required to complete the verification process. Contractor may augment the registration process with additional information requests used to create the vendor profile.

Contractor will include a payment card processing service in the registration module. A 3rd party PCI compliant vendor of the contractor's choice will handle payment information. Transaction processing can be configured to automatically divide registration fees between the County and the contractor. Full audit access of the transactions directly from the processor will be made available to the County as well as individual transaction receipts if requested. Card data (credit card numbers) will not be stored on the systems delivering the e-procurement solution.

- Each vendor registration will be treated as a single entity and will not provide an option for multiple users.

- All communications with vendors during the registration process will be done through e-mails.
- Registrations will only be accepted via the web-based registration page.
- Registration module may temporarily deny access to individual sessions when suspicious activity is detected.

The County will identify to the contractor-authorized administrators who may request registration and/or vendor account modifications, including account exceptions, suspensions and deletions. These requests will be made through the ticketing system.

Ideally the verification and eligibility rules can be implemented using real-time processing allowing vendors to register and immediately gain access to the system. Registrants who fail verification or eligibility will be directed to a website or document provided by the County explaining the requirements.

Upon completion of the verification and eligibility requirements the vendor will be notified and granted access the system.

Contracts used by the solution will not automatically be mapped to a vendor. The County will establish whether vendor accounts will have any visibility or access to their existing accepted contracts through the solution.

#### **Interview Module**

Contractor will develop a workflow for purchasing agent. This workflow will interactively guide agents through setting up their profile and defining their commodity needs. The County will advise the contractor of any specific information to be requested for identification of the agents' scope within the County for the purpose of reporting.

Part of this workflow will be the commodity identification tool. The contractor will apply its expertise in designing simple intuitive interfaces for browsing, searching and selecting commodities. For each commodity, agents will be asked to provide information about historical and projected needs of the commodity. The commodity identification tool will incorporate a method to indicate to the agent commodities, which have existing contracts and aggregation potential. Aggregation potential will be algorithmically determined using customizable rules developed with the County's input and aggregated data from all the agents commodities projection.

Commodity identification will be driven by a hierarchical classifying taxonomy. The contractor will develop this taxonomy with input provided by the County and the National Institute of Governmental Procurement Commodity Services Code (NIGP).

#### **Simplified Spec Module**

Contractor will provide a customized version of their SpecBuilder tailored to the County's requirements. The SpecBuilder will store collections of commodities defined by the agent. In addition to commodities, the spec will contain context data provided by the agent. Relevant information will be entered for the purchase; such as due dates, descriptions, and personal notes, which are stored along with the spec. The contractor will work with the County to define the specific context fields to be included.

This module will allow agents to organize their purchasing regeneration.

Incorporated in the simple spec module are calls to the Contract Matching Module and rules engine. When an agent selects a commodity, the Contract Matching Module provides information on available contracts with the commodity in scope. For commodities matching contract(s), the agent will be shown applicable guidelines, features and constraints. Likewise, the rules engine will apply its business requirements and return the outcome. The capabilities of the Contract Matching Module and rules engine are explained below.

Where business rules of the County allow, agents will be able to save, modified, delete, and print specs they have created. They also have the option to receive notifications via e-mail and/or SMS of events for a spec. SMS messaging will require the County provide an SMS gateway.

### **Contract Matching Module**

The contractor will develop an expert system for mapping commodities to contracts. The mapping process will use multiple approaches to identify matches. The identification process is achieved by using specific data (such as an NIGP code) as well as generic matching. Contract data will need to be normalized in order for the system to consume it. The system will also include custom functions and algorithms to map purchase items to available fulfillment contracts.

The County and the Contractor will work together to define a grading rubric for matches. The Contractor will develop specific algorithms to implement the logic of the rubric. This approach enables that the rubric will define criteria to assess the quality (i.e. Likelihood) that a contract can fulfill a commodity.

The contractor will develop an administrative interface to be used for management of the contract data.

### **Rules Engine**

The contractor will develop and integrate a rules engine capable of applying business rules to the workflow followed by the purchasing agent. The rules engine will be capable of correlating information within the system from the agent profile, commodity and contract definitions, spec definitions as well as commodity unit price, total price and quantity.

The County will provide the contractor with the business rules governing this process. The contractor will assist the County during the rules definition process and provide guidance on how business rules can be enforced using the data available within the system. Business rules should be designed to have an outcome of true or false. If a required rule cannot be applied due to insufficient data the outcome will be registered.

### **Aggregation Purchasing Module**

This module will be capable of analyzing specs and agent purchasing profiles to identify potential commodities for aggregated purchasing. This analytic tool will look for trends using user selectable criteria such as taxonomy, NIGP category, and keyword. Results will be returned in a table with links to display the details. The user can choose to create a campaign for aggregated purchasing and have the matched agents notified. The County will advise the contractor of the workflow agents will follow when notified of a campaign. Campaigns could also be advertised thru e-mail and/or using a notification when they access the system.

The system will also run automated checks and send out results via email.

### **Report Module**

The contractors will provide a web based reporting interface with generic reports, ad hoc reports and custom trend reports showing up to 90 days of data. The reporting engine will also provide a real time dashboard displaying current activity on the system.

### **Training Module**

A Computer Based Training Module (CBT) will be implemented for this solution. The CBT will include a full software simulation, with actual steps being taught as if it were a live transaction for the end user. Images and videos will be included for key features of the platform. The CBT will also include questions in key areas; if the end user answers the question incorrectly, the software will direct them to a review slide where they will be instructed on the correct way to proceed.

The CBT will be loaded on the hosting server with a link appearing on the end users dashboard. It can be accessed at anytime. The CBT is also Apple iPad compatible.

### **Help Desk and Support**

A help desk will be implemented and accessible between the hours of 7 am – 7 pm EST. The help desk will process the request once received and relay to the appropriate party; SpecBid and/or hosting vendor. Level 1 / Tier 1 tech resources will be allocated and applied, with Shadowing (appoint SPoC on each side).

### **Hosting**

The implementation will be delivered using standard LAMP servers. To meet the in the RFP four servers will be used (Dell 2950 8Gb RAM 146Gb Storage). between separate geographic hosting locations providing redundancy. expected to meet the utilization demands of the County for the first 1<sup>st</sup> and County will develop an SLA based on the requirements of the using the system.

### **Enhancements to SpecBid Platform**

The SpecBid platform will be enhanced to properly implement and support County

### **Training of County Personnel**

On-site training for County personnel year.

## Appendix B Hosting Service Agreement

Service Level Agreement. System Uptime: 99.9%

### Trouble Ticket Response Time

Severity Definition	Response Time Objective	Response Time Coverage
<b>1. Critical business impact/service down:</b> Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 hour	24x7
<b>2. Significant business impact:</b> A service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
<b>3. Minor business impact:</b> Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
<b>Minimal business impact:</b> An inquiry or technical request	Within 2 business day	M-F business hours

## Appendix B Hosting Service Agreement

### Disaster Recovery Restoration Time

Description	Data Loss	Restoration Time Objective	Restoration Type	Return Requirements
Hardware Failure	Transactions since last database commit and replication	Within 4 hours	Manual failover to backup servers	Replication from failover to production.
Network Outage (impacting primary hosting site)	Minimal / None	Within 4 hours	Manual failover to backup servers	Replication from failover to production.
Recovery from offsite backups to new hardware	Less than 24 hours.	24 hours partial recovery. 48-72 hours complete recovery. (Ip addresses may change)	Complete rebuild	N/A

## Appendix B Hosting Service Agreement

### Prevent Security Breaches

Servers and Web Application monitored daily for vulnerabilities by 3rd party experts (i.e. Qualys®). Events logged to ticketing system. The county will be notified of all significant security events.

### System Response time

90th percentile Response Time should be within 2 seconds as measured by Pingdom® or equivalent monitoring.

### Server Administration

All aspects of server administration will be provided following business reasonable best practices.

### Database Administration

All aspects of database administration will be provided following business reasonable best practices.

### Application Administration

Application updates, enhancements, fixes and maintenance will be provided. The County will work with the contractor to establish a regular weekly maintenance window for work to be performed. The County will also provide a process to request additional and/or emergency maintenance windows.

Scheduled maintenance tasks and planned outage events performed by the Contractor will occur during the least trafficked hours on weekends. The least trafficked hours on weekends shall be determined by historical website activity statistics. All planned maintenance and outages must be announced by the Contractor and approved by email by a County website administrator.

Contractor induced downtime must never exceed 6 hours. Each downtime violation shall result in a credit for the subsequent annual maintenance renewal period of two percent (2%) per hour of downtime that exceeds 6 hours. Scheduled maintenance and downtime outages will not be counted against uptime specifications.

### System and Application Performance

Detailed server performance will be monitored and recorded using Munin® or equivalent server monitoring software.

**Appendix B**  
**Hosting Service Agreement**

**Hosting Service Providers**

Item	Provider	Notes
NOC	Virtual Administrator: NOC Manage	
Help Desk	Virtual Administrator: Reactive 24 x 7 Helpdesk	County is limited to 5 users who can call the Help Desk.
Remote Admin	Virtual Administrator: Remote Service Assistance	Outsourced 20 hours for server hands on administration, configuration and troubleshooting.
Uptime	Pingdom: Pro	Monitoring and reporting of availability.
Performance	Munin	Runs on each server and reports detailed performance statistics.
Notifications	PagerDuty: Enterprise	Notifications and Escalation
Security Scanning	Qualys	Security Scanning
Production Web	Rackspace: Managed Dedicated Server (Standard)	Primary Web Server (4GB, 1 x quad-core, 146GB 10K SAS)
Production db	Rackspace: Managed Dedicated Server (Standard)	Primary db Server (8GB*, 1 x quad-core, 146GB 10K SAS) * Upgraded to 8GB RAM.
Backup/ Testing/ Web-db	Rackspace: Managed Dedicated Server (Standard)	Primary db Server (4GB, 1 x quad-core, 146GB 10K SAS)
Paging	Twilio	Paging

## **APPENDIX C**

### **Service and Maintenance & Support Fees**

#### **Payment**

Each deliverable must be approved and accepted by the designated county committee and signed off on the Project Completion and Acceptance for in Appendix D prior to payment being made to the vendor.

Upon approval, acceptance and sign-off of all Deliverables the System will Go-live.

No additional charges will be incurred for any delays deemed to be the fault of the County.

#### **Maintenance & Support Fees**

The County may opt to purchase Maintenance & Support at the rate of \$15,500.00 per month.

Included in the \$15,500 monthly maintenance and support fee is technical support, application updates, fixes, enhancements, maintenance, full use license of the SpecBld product and hosting services.

Maintenance Fees will be payable upon System Go-live.

**APPENDIX D**  
**Project Completion and Acceptance Form**

Deliverables	Date Completed	County Approval	Billing
Start of Work:			1st Billing: See Appendix "F" Payment Schedule Date:
Data Modeling Module(s)			
Registration Module			
Interview Module			2nd Billing: See Appendix "F" Payment Schedule Date:
Simplified Spec Module			
Contract Matching Module			
Rules Engine			
Aggregation Purchasing Module			
Report Module			
Training Module			
Help Desk and Support			
Hosting			
Enhancements to SpecBid Platform			
Training of County Personnel			

Nassau County Department of Shared Services Approval:

Name	Title	Signature	Date
Name	Title	Signature	Date
Name	Title	Signature	Date

Nassau County PMO Approval:

Name	Title	Signature	Date
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Name	Title	Signature	Date
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Name	Title	Signature	Date
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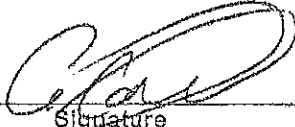
Nassau County IT Department Approval:

Name	Title	Signature	Date
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Name	Title	Signature	Date
------	-------	-----------	------

Name	Title	Signature	Date
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SpecBid (vendor) Approval:

Chris Carrillo	CEO		6-9-2014
Name	Title	Signature	Date

Name	Title	Signature	Date
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Name	Title	Signature	Date
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**Insert Grant Contract Information  
(If Necessary)**

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public

Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days

(10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, 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 F Payment Schedule

### Fee Schedule

SpecBid Holdings, Inc ("The Contractor") proposes to deliver, maintain and support a version of their platform with appropriate enhancements to meet the needs and goals outlined in the RFP #IT0716-1331

The Contractor has developed an e-procurement platform, "SpecBid", which is ideal for delivering the features and requirements defined in the Scope of Service. The SpecBid technology has been specifically developed to provide a simple to use web-based environment where buyers can manage the purchasing lifecycle. Likewise SpecBid provides a simple intuitive online workflow for vendors to submit bid responses. The platform is built on a LAMP (Linux/Apache/MySQL/PHP) architecture and has been developed entirely by the Contractor.

The County will work directly with the senior project managers and senior developers who will design and implement the needed enhancement modules. The SpecBid platform will provide the County with a revolutionary piece of technology that has been designed specifically to deliver an easy to use e-procurement solution and a catalyst to saving time and money.

Scope of work will remain identical to original RFP response, including all phases of discovery, design and implementation including:

- Data Modeling Module(s)
- Registration Module
- Interview Module
- Simplified Spec Module
- Contract Matching Module
- Rules Engine
- Aggregation Purchasing Module
- Report Module
- Training Module
- Help Desk & Support
- Hosting
- Includes all algorithms and development necessary to properly implement and support County procurement across all sub-divisions
- On site training for County personnel accessing and utilizing system for one year.

Initial start-up costs, development and deployment of the software through year one, including all necessary modules, hosting and training procedures outlined above will be \$265,000.00

Year One invoices will be submitted on the first of each calendar month in the amount of \$22,083.33 for a period of 12 calendar months, immediately following execution of contract.

Monthly fee for license, support and maintenance, for years 2 and 3 will be \$15,500.00 (\$186,000.00 annually for a combined total of \$372,000.00)

SpecBid will follow lean design and delivery methodology during the execution of the project with clearly defined discovery, concept, prototype and build stages.

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:

Chris Carr, Jr. (Name)  
P.O. Box 42 Roseton Heights, NY 11577 (Address)  
516-317-5057 (Telephone Number)

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

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

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

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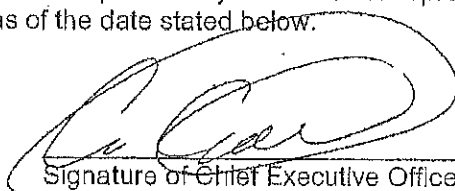
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

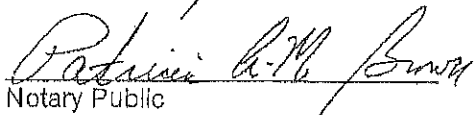
Jan 9<sup>th</sup> 2014  
Dated

  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

9 day of June, 2014

  
Notary Public

**PATRICIA A.M. BROWN**  
Notary Public, State of New York  
No. 30-4967809  
Qualified in Nassau County  
Commission Expires June 4, 2018

SpecBid Holdings, Best and Final Response to Nassau County RFP #IT0716-1331

SpecBid Holdings, Inc  
PO Box 42  
Roslyn Heights, NY 11577  
EIN# 46-3416628

Dec: 13, 2013

**Addendum to RFP #IT0716-1331 "Best and Final Pricing"**

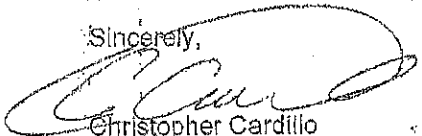
Donna Neiland  
Nassau County Department of Information Technology  
240 Old Country Road – 6<sup>th</sup> Floor – Room 608  
Mineola, New York 11501

Please review the attached "best and final" pricing proposal for Nassau County RFP #IT0716-1331. After several meetings with various personnel from The County, we feel we have a clear understanding of what is required, and are best suited to successfully develop and implement a data aggregation, algorithmic-based procurement system that will minimize internal costs, enhance transparency and save procurement dollars.

We are eager and excited to not only build, but to become part of this solution and deliver an innovative yet simple to use, technology driven framework that will scale accordingly and meet the needs of the County and its sub-divisions. We are looking forward to a successful partnership.

Thank you for your time and consideration.

Sincerely,



Christopher Cardillo  
CEO  
SpecBid Holdings, Inc  
ccardillo@specbid.com  
www.SpecBid.com

## Addendum to RFP #IT0716-1331 "Best and Final Pricing"

### Scope of Service Proposal

SpecBid Holdings, Inc ("The Contractor") proposes to deliver, maintain and support a version of their platform with appropriate enhancements to meet the needs and goals outlined in the RFP #IT0716-1331

The Contractor has developed an e-procurement platform, "SpecBid", which is ideal for delivering the features and requirements defined in the Scope of Service. The SpecBid technology has been specifically developed to provide a simple to use web-based environment where buyers can manage the purchasing lifecycle. Likewise SpecBid provides a simple intuitive online workflow for vendors to submit bid responses. The platform is built on a LAMP (Linux/Apache/MySQL/PHP) architecture and has been developed entirely by the Contractor.

The County will work directly with the senior project managers and senior developers who will design and implement the needed enhancement modules. The SpecBid platform will provide the County with a revolutionary piece of technology that has been designed specifically to deliver an easy to use e-procurement solution and a catalyst to saving time and money.

Scope of work will remain identical to our original RFP response, including all phases of discovery, design and implementation including:

- Data Modeling Module(s)
- Registration Module
- Interview Module
- Simplified Spec Module
- Contract Matching Module
- Rules Engine
- Aggregation Purchasing Module
- Report Module
- Training Module
- Help Desk & Support
- Hosting
- Includes all algorithms and development necessary to properly implement and support County procurement across all sub-divisions
- On site training for County personnel accessing and utilizing system for one year.

### Fee Schedule

Initial development and deployment of the proposed solution will be **\$79,000.00.**

Monthly fee for full use license and maintenance will be **\$15,500.00.**

Initial Development and Deployment	\$79,000.00
Monthly Fees	\$15,500.00
County Training	Included
NIGP License (If applicable)	\$15,000.00

SpecBid will follow lean design and delivery methodology during the execution of the project with clearly defined discovery, concept, prototype and build stages.

### **Project Change Control Procedure**

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.

SpecBid Holdings, Inc  
PO Box 42  
Roslyn Heights, NY 11577  
EIN# 46-3416628

**Response to Nassau County RFP #IT0716-1331**

Nassau County Department of Information Technology  
240 Old Country Road – 6<sup>th</sup> Floor – Room 608  
Mineola, New York 11501

SpecBid Holdings, Inc. is proud to submit our proposal to RFP # IT0716-1331. We are uniquely qualified to facilitate a web based procurement system for Nassau County Shared Services. We welcome this opportunity to introduce the commitment and expertise we are ready to bring to this project. SpecBid was registered as a vendor on July 19, 2013.

As a start up company and emerging leader in our space, we focused on individualized attention and cater to the needs of our clients, regardless of size and scope while providing a flexible, best in class solution.

The SpecBid team provides an extensive background in assisting public sector clients, as well as privately held companies with proven results. As a recognized emerging leader in the cloud based procurement space, we understand the need to provide a seamless workflow resulting in a time and money saving process.

Industry best technology practices and design principles throughout the SpecBid / Shares Services e-procurement platform will help create a sense of organization, efficiency and transparency.

**Our team offers:**

- Lead staff with a strong record of success working with clients to identify and solve their needs
- Portfolio of current clients utilizing and transacting on the SpecBid platform
- Experience and skills in the area of cloud procurement
- Experience meeting public agency needs
- Experience controlling schedule and budget

All correspondence regarding this proposal should be directed to Christopher Cardillo, CEO, via email ([ccardillo@specbid.com](mailto:ccardillo@specbid.com)), or written mail.

Thank you for your time and consideration.

Sincerely,

Christopher Cardillo  
CEO  
SpecBid Holdings, Inc  
[ccardillo@specbid.com](mailto:ccardillo@specbid.com)  
[www.SpecBid.com](http://www.SpecBid.com)

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Appendix B Program Description and Staffing Signature Sheet (see attached)

Appendix C Attachments to Business History Form

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Appendix C Business History Form (see attached)

Appendix D Principal Questionnaire Form (see attached)

Appendix L Certificate of Compliance (see attached)

Statement of Vendor Registration

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**Appendix A  
Cost Proposal**

Item	Description	Price
	Full use license of SpecBid web based procurement software, including custom modules, reporting and analytics.	\$0.00
	<b>Total Software Costs</b>	

Item	Description	Price
	<b>Total Hardware Costs</b>	

**Installation and Configuration Costs**

Item	Description	Cost
	Buyer Registration & Vendor Registration Modules	\$79,000.00
	SpecBuilder /Rules Engine / Contract Match Module	\$100,000.00
	<b>Total Installation Costs</b>	

**Maintenance and  
Upgrades**

Item	Description	Cost
	Yearly maintenance fees to be 40% of gross annual Revenue	TBD
	<b>Total Maintenance and Upgrades Costs</b>	

**Trainin  
g Costs**

Service/Item	Description	Cost
	Online training and support module for County	Inc. in Software Costs
	Online training and support module for Vendors	Inc. in Software Costs
	<b>Total Training Costs</b>	

**Vendor Staff Costs (if appropriate)**

Item	Description	Cost
	<b>Total Vendor Costs</b>	

**SPECBID HOLDINGS, INC.**

**Hosting  
Costs**

Item	Description	Cost
4	2950.8Gb RAM 146Gb Storage	\$2000.00 / Mthly
Total Hosting Costs		

**Hosting SLA  
Estimates**

Item	Period	Cost
Cost of Porting Application back to the County		TBD by
User Response Time		Hosting Vendor
Disaster Recovery Restore Time		
Maximum Minutes Lost Due to DR Rollover		
Security Breach Notification Time		
Trouble Ticket Response Time		
Ticket Resolution Response Time		
System Availability Percentage		
Notification in Advance of Networking Changes		
Life Cycle Replacement of Hardware Period		
Network Response Time		
Total Hosting Costs		

**Other Costs  
(Specify)**

Item	Description	Cost
	24 -7 Help Desk and Trouble Ticket Response	\$48,000.00 / yr.
Total Other Costs		

**Grand Total of all Costs \$227,000.00**

\* Grand Total excludes yearly hosting fees, should The County select a different hosting vendor.

## Appendix B Program Description and Staffing Scope of Service Proposal

### Understanding and Approach

#### The Challenge

Implement a web based e-procurement platform that will centralize purchasing requests under the Shared Services initiative.

Streamline and simplify Nassau County's current procurement process.

Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow.

Lower costs and enhance transparency.

#### The Solution

SpecBid, a centralized web based (SaaS) e-procurement system using best in class algorithmic matching and data modeling techniques.

Maximize productivity while lowering costs by reducing the number of people involved in the current process.

Data collection throughout each agency, and vendor so that leveraged buying and contract purchasing opportunities are facilitated in a simple, transparent manner.

Eliminate costly software and IT costs by utilizing the latest cloud based technology.

## Appendix B Program Description and Staffing Scope of Service Proposal

### Introduction to SpecBid

The SpecBid team understands the need for efficiency and transparency in the marketplace. It's something that we have become instrumental in implementing for a variety of industries. By using the latest technology offerings, combined with a clear understanding of the procurement process, we feel we can deliver an intuitive, yet highly effective solution that will scale accordingly.

SpecBid is a technology platform specifically designed to create an online exchange where users can manage the process of procurement based on a specification, and suppliers can respond to the requests with bidding. SpecBid establishes a common ground where the technology matches buyer and seller. Using proprietary algorithms and data modeling techniques based on purchasing rules, SpecBid can immediately process specs and bids in real time, insuring that the information being exchanged is accurate and relevant.

SpecBid has been developed to be a platform. Within the system, additional marketplaces can be created containing their own sets of users, vendors, materials, specs and bids. This can be used to create a dedicated marketplace for a single vendor, or to create new marketplaces for different products. While the end user environment appears independent of the others, all data is stored in shared space.

The SpecBid team will work with The County throughout all aspects of this project. From initial discovery and Q&A, to completion of specified tasks, principles and core team members will be directly involved.

Key team members assigned to this project.	
Christopher Cardillo	Founder and CEO
John Manning	CTO / Design and Development
Jason Hupe	Product Strategy and Deployment
Hemanshu Nigam	CSO / Data Integrity and Platform Security

### SpecBid Highlights;

- **Scalability.** The architecture of our cloud-based SaaS application easily accommodates changes and enhancements to the platform.
- **Monitors spend more effectively.** Reporting and analytics are clear, concise and easily retrievable.
- **Simple user adoption.** Simple workflows with readily available online training modules are the hallmarks of the SpecBid system. Beginner level computer skills and internet navigating.
- **Greater process management.** Key personnel can gain a global view of procurement activities across various agencies. Critical information is readily accessible through dashboard based reporting modules.

## **Appendix B Program Description and Staffing Scope of Service Proposal**

SpecBid Holdings, Inc ("The Contractor") proposes to deliver, maintain and support a version of their platform with appropriate enhancements to meet the needs and goals outlined in the RFP.

The Contractor has developed an e-procurement platform, "SpecBid", which is ideal for delivering the features and requirements defined in the Scope of Service. The SpecBid technology has been specifically developed to provide a simple to use web-based environment where buyers can manage the purchasing lifecycle. Likewise SpecBid provides a simple intuitive online workflow for vendors to submit bid responses. The platform is built on a LAMP (Linux/Apache/MySQL/PHP) architecture and has been developed entirely by the Contractor. The County will work directly with the senior developers of the platform who will develop and implement the needed enhancement modals. The SpecBid platform will provide the County with a revolutionary piece of technology that has been designed specifically to deliver an easy to use e-procurement solution and a catalyst to saving time and money.

### **Phase 1 Goals**

#### **Data Models**

The contractor will develop and document data models for contracts, commodities, specs, business rules, matching rules, agents and vendors. The data model defines objects, properties and relationships. The contractor will use its existing definitions, common fields and purposed fields to develop initial models. These models will be updated as specifics about objects are enumerated. All logic in the system, such as business rules will be defined using items from the data models. Developing complete data models for contracts, commodities, business rules, matching rules, agents, vendors and specs is a crucial step in delivering Phase 1 functionality.

#### **Registration Module**

Contractor will include a web-based registration page for vendors. The County will provide a list of required information to be included in the registration including information required for verification and eligibility determination. The County will provide the specific rules to be used for verification and eligibility. The County will provide an interface to any internal or third party system or process defined in the rules and required to complete the verification process. Contractor may augment the registration process with additional information requests used to create the vendor profile.

Contractor will include a payment card processing service in the registration module. A 3rd party PCI compliant vendor of the contractor's choice will handle payment information. Transaction processing can be configured to automatically divide registration fees between the County and the contractor. Full audit access of the transactions directly from the processor will be made available to the County as well as individual transaction receipts if requested. Card data (credit card numbers) will not be stored on the systems delivering the e-procurement solution.

- Each vendor registration will be treated as a single entity and will not provide an option for multiple users.
- All communications with vendors during the registration process will be done through e-mails.
- Registrations will only be accepted via the web-based registration page.

- Registration module may temporarily deny access to individual sessions when suspicious activity is detected.

The County will identify to the contractor, authorized administrators who may request registration and/or vendor account modifications, including account exceptions, suspensions and deletions. These requests will be made through the ticketing system.

Ideally the verification and eligibility rules can be implemented using real-time processing allowing vendors to register and immediately gain access to the system. Registrants who fail verification or eligibility will be directed to a website or document provided by the County explaining the requirements.

Upon completion of the verification and eligibility requirements the vendor will be notified and granted access the system.

Contracts used by the solution will not automatically be mapped to a vendor. The County will establish whether vendor accounts will have any visibility or access to their existing accepted contracts through the solution.

#### Interview Module

Contractor will develop a workflow for purchasing agent. This workflow will interactively guide agents through setting up their profile and defining their commodity needs. The County will advise the contractor of any specific information to be requested for identification of the agents' scope within the County for the purpose of reporting.

Part of this workflow will be the commodity identification tool. The contractor will apply its expertise in designing simple intuitive interfaces for browsing, searching and selecting commodities. For each commodity, agents will be asked to provide information about historical and projected needs of the commodity. The commodity identification tool will incorporate a method to indicate to the agent commodities, which have existing contracts and aggregation potential. Aggregation potential will be algorithmically determined using customizable rules developed with the Counties input and aggregated data from all the agents commodities projection.

Commodity identification will be driven by a hierarchical classifying taxonomy. The contractor will develop this taxonomy with input provided by the County and the National Institute of Governmental Procurement Commodity Services Code (NIGP).

#### Simplified Spec Module

Contractor will provide a customized version of their SpecBuilder tailored to the County's requirements. The SpecBuilder will store collections of commodities defined by the agent. In addition to commodities, the spec will contain context data provided by the agent. Relevant information will be entered for the purchase; such as due dates, descriptions, and personal notes, which are stored along with the spec. The contractor will work with the County to define the specific context fields to be included.

This module will allow agents to organize their purchasing regeneration.

Incorporated in the simple spec module are calls to the Contract Matching Module and rules engine. When an agent selects a commodity, the Contract Matching Module provides information

on available contracts with the commodity in scope. For commodities matching contract(s), the agent will be shown applicable guidelines, features and constraints. Likewise, the rules engine will apply its business requirements and return the outcome. The capabilities of the Contract Matching Module and rules engine are explained below.

Where business rules of the County allow, agents will be able to save, modified, delete, and print specs they have created. They also have the option to receive notifications via e-mail and/or SMS of events for a spec. SMS messaging will require the County provide an SMS gateway.

#### **Contract Matching Module**

The contractor will develop an expert system for mapping commodities to contracts. The mapping process will use multiple approaches to identify matches. The identification process is achieved by using specific data (such as an NIGP code) as well as generic matching. Contract data will need to be normalized in order for the system to consume it. The system will also include custom functions and algorithms to map purchase items to available fulfillment contracts.

The County and the Contractor will work together to define a grading rubric for matches. The Contractor will develop specific algorithms to implement the logic of the rubric. This approach enables that the rubric will define criteria to assess the quality (i.e. Likelihood) that a contract can fulfill a commodity.

The contractor will develop an administrative interface to be used for management of the contract data.

#### **Rules Engine**

The contractor will develop and integrate a rules engine capable of applying business rules to the workflow followed by the purchasing agent. The rules engine will be capable of correlating information within the system from the agent profile, commodity and contract definitions, spec definitions as well as commodity unit price, total price and quantity.

The County will provide the contractor with the business rules governing this process. The contractor will assist the County during the rules definition process and provide guidance on how business rules can be enforced using the data available within the system. Business rules should be designed to have an outcome of true or false. If a required rule cannot be applied due to insufficient data the outcome will be registered.

#### **Aggregation purchasing module**

This module will be capable of analyzing specs and agent purchasing profiles to identify potential commodities for aggregated purchasing. This analytic tool will look for trends using user selectable criteria such as taxonomy, NIGP category, and keyword. Results will be returned in a table with links to display the details. The user can choose to create a campaign for aggregated purchasing and have the matched agents notified. The County will advise the contractor of the workflow agents will follow when notified of a campaign. Campaigns could also be advertised thru e-mail and/or using a notification when they access the system.

The system will also run automated checks and send out results via email.

## Appendix B Program Description and Staffing Scope of Service Proposal

### Report Module

The contractors will provide a web based reporting interface with generic reports, ad hoc reports and custom trend reports showing up to 90 days of data. The reporting engine will also provide a real time dashboard displaying current activity on the system.

### Training Module

A Computer Based Training Module (CBT) will be implemented for this solution. The CBT will include a full software simulation, with actual steps being taught as if it were a live transaction for the end user. Images and videos will be included for key features of the platform. The CBT will also include questions in key areas; if the end user answers the question incorrectly, the software will direct them to a review slide where they will be instructed on the correct way to proceed.

The CBT will be loaded on the hosting server with a link appearing on the end users dashboard. It can be accessed at anytime. The CBT is also Apple iPad compatible.

### Help Desk and Support

A help desk will be implemented and accessible between the hours of 7 am – 7 pm EST. The help desk will process the request once received and relay to the appropriate party; SpecBid and/or hosting vendor. Level 1 / Tier 1 tech resources will be allocated and applied, with Shadowing (appoint SPoC on each side).

### Hosting

The Contractors proposed implementation could be delivered using standard LAMP servers. To meet the requirements in the RFP 4 servers would be used (Dell 2950 8Gb RAM 146Gb Storage). Servers are split between separate geographic hosting locations providing redundancy. This configuration is expected to meet the utilization demands of the County for the first 12 months and cost approximately \$2000/mo.

The Contractor and County will develop an SLA based on the requirements of the organizations and processes using the system.

**Appendix B Program Description and Staffing  
Fee Schedule and Cost to County**

**Fee Schedule**

The fees for a full use license of the SpecBid software with custom modules and reporting features for the term of the contract are \$0.00

The fee for the initial development and implementation of the proposed solution will be \$179,000.00.

Initial Development and Deployment	Approx. 1530 hrs. @ \$100/hr. = \$153,000.00
NIGP Commodity Code Annual License	\$11,000.00
County Buyer and Vendor Online Training	\$15,000.00
Total Start Up Costs	\$179,000.00

\$50,000.00 is to be paid at the start of work, with \$29,000.00 payable at the reasonable completion of the Registration and Interview Module.

SpecBid proposes that the remaining \$100,000.00 for initial start up costs be paid as part of a revenue share between our entity and Nassau County; a 50/50 revenue share for the first \$300,000.00 that is collected through Vendor Registration fees.

**Revenue For SpecBid and The County**

SpecBid proposes a revenue share program with Nassau County Shared Services for the purpose of monetizing vendor registration fees. This will allow Nassau County to utilize the SpecBid software free of charge, while generating considerable revenue for Shared Services.

SpecBid proposes that a revenue share will take effect on all vendor registration fees, with 9.5% to SpecBid, 90.5 % to Nassau County. Higher percentages on behalf of SpecBid will be negotiated if registering vendor has never done business with Nassau County and has been solicited and recruited to join this initiative by SpecBid and/or any of it's affiliates. Additionally, a higher percentage of revenue will also be negotiated for participating political subdivisions outside of Nassau County. These higher percentages will allow us to scale accordingly and maintain the integrity of the procurement system, as well as implement necessary features and security measures as the amount of registered vendors and agencies grow.

As part of the joint venture nature of this agreement, SpecBid will receive a yearly maintenance fee based upon gross revenue generated by this initiative.

Annual Vendor Registration Fees will generate the revenue necessary to facilitate and sustain this project. SpecBid proposes a mandatory registration fee for vendors currently doing business with Nassau County, and future vendors who wish to do so. Nassau County will institute this fee and notify vendors as well as agencies throughout the State that annual registration fees are mandatory to access the system.

### Appendix B Program Description and Staffing Fee Schedule and Cost to County

If Nassau County chooses not to impose a mandatory registration fee, The Contractor will receive a \$55,000.00 monthly licensing fee for an unlimited use license of the SpecBid software. This fee allows only Nassau County and its' political agencies as well as approved vendors access to the system. A yearly maintenance fee will also be applied based upon the number of vendors and additional agencies outside of Nassau County who are utilizing the system. This fee will be based on user volume and features required to scale accordingly and accommodate additional registrants.

#### Why Impose an annual Vendor Registration Fee ?

To provide The County and business community with purchasing tools and technology, The County will institute a yearly registration fee for procurement transactions. The County of Nassau applies this fee to all Vendors accessing the Shared Services e-procurement system; in addition, Vendors and additional agencies accessing the system, but are outside of Nassau County are still subject to the yearly registration fee unless specifically exempt by rule. There are no additional monthly subscription fees required.

Nassau County will impose this fee, and notify vendors and additional agencies that this now mandatory. Fees will vary based upon size, location and total dollars being transacted with The County.

Assuming there are 14,500 vendors currently doing business with Nassau County, significant revenue will be generated, in addition to the money savings that this system will provide.

For example, an average yearly vendor registration fee of \$187.50 X 14,500 participating vendors will generate approximately \$2,718,750.00 in gross revenue for Nassau County.

Gross Annual Revenue	Nassau County 90.5%	SpecBid 9.5%
\$2,718,750.00	\$2,460,468.75	\$258,281.25

Additionally, SpecBid will be entitled to a yearly maintenance fee based upon annual gross revenues generated by this solution, as well as the number of users accessing the system.

The yearly maintenance fee will be based on a sliding scale, dictated by gross collected revenue.

Gross Annual Revenue	% Of Yearly Maintenance Fee to SpecBid
Up to \$1,000,000.00	40%
\$1,000,000.00 - \$1,500,000.00	35%
\$1,500,000.00 - \$2,000,000.00	30%
\$2,000,000.00 and above	25%

If Vendor Registration fees meet and exceed \$2,718,750.00 with a 90.5% monthly monetization fee to The County and a 25% maintenance fee to SpecBid, this solution will generate \$1,780,781.25 annual revenue for Nassau County Shared Services.

Gross Annual Revenue \$2,718,750.00	
Nassau County 90.5%	SpecBid 9.5%
\$2,460,468.75	\$258,281.25
After 25% Maintenance Fee	
\$1,780,781.25	\$937,968.75

The county is to pay monthly hosting fees directly to hosting vendor.

Any additional work outside of this RFP will be discussed and contracted accordingly between SpecBid and Nassau County.

**Appendix B Program Description and Staffing  
A. Team Bios**

**Christopher Cardillo, Chief Executive Officer**

Chris Cardillo began his career as a nineteen-year-old entrepreneur, opening his first retail business in 1991. For ten years, this business prospered, serving the clientele of Long Island's North Shore, as well as NYC. Upon selling this business, he shifted his focus to the building supply industry. Armed with the management skills and sales knowledge that being a business owner taught him, Mr. Cardillo quickly made a name for himself as a top-producing salesman for a NYC based supply house. It wasn't long before he was involved in all aspects of the supply and procurement process including price / contract negotiation, logistics, and general management. Mr. Cardillo was directly involved in supplying some of NYC's most notable projects of the last decade, including the Time Warner Center, Bloomberg Tower, Atlantic Yards, Barclay Center, and many more. During his tenure in the supply industry, Mr. Cardillo is fortunate to have worked alongside of various city and federal agencies, private developers and publicly traded companies while assisting them in their purchasing of commodity building materials and equipment.

With a passion for technology, and an entrepreneurial spirit, Mr. Cardillo quickly recognized that the construction industry, as well as numerous others like it, has a flawed and inefficient procurement process. It was this desire to not only improve this process, but also change the way numerous industries manage their purchasing needs and requirements. In 2010, the decision to innovate led to the development of SpecBid.

Mr. Cardillo currently resides on Long Island, NY with his wife and two children

**Founder**

**SpecBid@**

September 2010 – Present (3 years) Greater New York City Area

**Sales Representative**

**Stillwell Supply Corp.**

May 2008 – October 2010 (2 years 6 months) Long Island City, NY

Outside Sales Representative. Responsible for prospecting, developing and maintaining accounts in the NY Metro Area. Product line consisted of equipment (building, concrete and masonry), power tools, generators and compressors, personal protection equipment, etc.

**Sales Representative**

**Feldman Lumber**

May 2005 – December 2007 (2 years 8 months) Brooklyn, NY

Outside Sales Representative. Responsible for prospecting, developing and maintaining accounts in the NY Metro Area. Product line consisted of building materials namely drywall, insulation, metal framing, lumber and acoustical products.

Cultivated and serviced numerous commercial and residential accounts throughout the Greater NY Area.

**General Manager****American Building Supply**

March 2001 – May 2005 (4 years 3 months) Bronx, NY

General Management and Sales. Day to day operations specializing in commercial supply in the NY metro area. Areas of expertise included general management, purchasing, job pricing, team management, logistics and scheduling.

Notable projects included; AOL Time Warner, Atlantic Yards, 180 Maiden Lane, Bloomberg Tower, W2, numerous other commercial and residential projects.

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**John Manning, Chief Technical Officer**

Instrumental in migrating the corporate network and IT services through Digital's acquisition by Compaq, and then HP. John's team developed the architecture and hosting environment of the worldwide e-commerce platform, which is still in use today. As one of the industry's first five-nines reliability e-commerce platforms, HP now offers this as a PaaS (platform-as-a-service) to third parties. After ten successful years in big business, John was recruited to the product space at Network Intelligence on Envision® – applying his knowledge of enterprise class IT security to a startup environment. As part of a special task force, John's role as Senior Security Architect was to develop a cutting-edge security event information management (SEIM) product. The technology was soon acquired by RSA, the Security Division of EMC.

John's approach to technology has resulted in countless innovations, shortcuts, and breakthroughs.

**Technical skills include:**

- High-availability Web hosting
- Application development
- Data modeling
- Platform development
- Cloud systems management
- Content delivery systems, and
- Network and data security

**Business skills include:**

- Go-to-market strategies
- Market requirements plans
- Mergers and acquisitions
- Social network integration
- SaaS modeling, and mobile strategy

John currently runs technical strategy and development for SpecBid – a web-based bidding platform for hard-goods-based consumer and commercial projects.

**Principle Software Engineer****RSA The Security Division of EMC**

September 2006 – December 2009 (3 years 4 months)

**Senior Security Engineer****Network Intelligence**

April 2006 – November 2007 (1 year 8 months)

**Internet Services and Operations****Hewlett-Packard**

July 1997 – December 2005 (8 years 6 months)

Senior Network Security Engineer with architecture and design responsibilities for global data center implementations of firewall, intrusion prevention, network and host security infrastructure. Security consultant for HP Services responsible for security infrastructure design, bidding, SOW/SLA definition, RFP preparation and service support.

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**Hemanshu Nigam, Chief Security Officer**

Hemanshu (Hemu) Nigam is the founder of SSP Blue, the leading advisory firm for online safety, security, and privacy challenges facing corporations and governments. A veteran of online security, he brings over 20 years of experience in private industry, government, and law enforcement. He has been called upon by institutions from the United Nations to The White House to provide counsel on the world's most critical online protection challenges and has been a featured expert by BBC, *BusinessWeek*, CNN, *Financial Times*, Fox News, *The New York Times*, and *The Wall Street Journal*.

2006 to 2010, Hemu was Chief Security Officer for News Corporation's numerous online properties, responsible for protecting the personal information of over 200 million users around the world. He has been credited with making MySpace safe and secure after launching initiatives like Sentinel SAFE, technology to identify and remove criminals from the social networking site. He also drove the launch of over 150 other safety, security, and privacy protection features for MySpace and played a key role in an accord between MySpace and 49 State Attorneys General to develop key principles of social networking safety.

2002 to 2006, worked for Microsoft where he led a global initiative to build safety standards into products across the company from Xbox to MSN to Windows. He also implemented a virus enforcement strategy and collaborated with the U.S. Secret Service, Interpol, and the FBI to develop Microsoft's landmark Anti-Virus Reward Program. The program is credited with toppling one of the world's most notorious virus creators in 2005.

2000 to 2002, Vice President of Worldwide Internet Enforcement at the Motion Picture Association of America, where he spearheaded a global effort to combat online movie piracy for the major Hollywood studios. During his tenure, Hemu implemented anti-piracy technology that allowed MPAA to eliminate more than 100,000 illegal movie websites in a year.

1997 to 2000, held simultaneous roles in the federal government, serving as a federal prosecutor against child and computer crimes for the U.S. Department of Justice, advisor to a Congressional commission on child safety, and advisor to The White House on cyberstalking. In addition to prosecuting Internet predators, Hemu was behind the prosecution of 17 foreign nationals engaged in the trafficking of women and children into the United States.

Hemu began his career as a deputy district attorney in Los Angeles County from 1990 to 1997, specializing in prosecuting sexual assault and child abuse cases. During his tenure, Hemu handled over 1,000 criminal matters and was a recurring lecturer at rape crisis centers across Los Angeles.

Hemu recently worked with Harvard University's Berkman Center for Internet & Society and the State Attorneys General to develop widely used online safety standards. He currently serves as co-chair of President Obama's Online Safety Technology Working Group and sits on the board of the National Center for Missing and Exploited Children.

He earned his juris doctorate from Boston University School of Law and his bachelor's degree in government and political theory from Wesleyan University.

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#### **Jason Hupe, Product Strategy and Deployment**

Mr. Hupe began his career in the airline and aviation business in 1995 working for British Airways at John F. Kennedy International Airport. Upon his departure in April 2000 he was responsible for implementing and providing continuing support for common use airport systems at all British Airways North American Gateways.

After providing consulting services to the San Francisco Airport Authority on the opening of their new International Terminal and doing business development for Lufthansa Systems North America he joined SBS International (a Boeing company) in 2002 to implement a crew management system at a major European airline.

After that successful project and the acquisition of Carmen Systems AB by Boeing, both companies were placed under the Jeppesen umbrella and Mr. Hupe continued on projects implementing crew systems at international and domestic airlines of varying sizes.

His most important role at Jeppesen was that of Product Manager of their Enterprise wide crew tracking and management system. Through his efforts Jeppesen was able to offer a standard product to airlines of all sizes and made it possible to pursue new markets such as business and military aviation.

Currently Mr. Hupe is consulting with several different airlines and software vendors on crew management related software projects and are also supporting other web start up ventures.

In addition to a Bachelors of Business Administration with an emphasis on International Business from Hofstra University, Mr. Hupe is also a certified Project Management Professional (PMP).

**Appendix B Program Description and Staffing  
B. Compensation Consulting Clients**

*SpecBid has been working closely with numerous large-scale clients to streamline and facilitate their procurement process*

WDF, a Tutor Perini Company (\$14B annual revenue, NYSE: TPC), with annual revenue of \$600MM has contracted SpecBid for use on several large-scale public sector projects. SpecBid is currently involved in the procurement process for Park West Public High School in midtown Manhattan, Public School 892, and John Jay Criminal College. The scope of work includes, but not limited to the procurement and bidding process for commodity related building materials and equipment. Using NYC SCA commodity codes, we have been able to save on average 10-15% of the total purchase order. Additionally, SpecBid is aggregating particular data to better assist the subcontractor selection process for 300MM worth of awarded work, as well as future work still in the bidding phase. The transparency, workflow, and project management capabilities that the SpecBid platform has provided immediately yielded positive financial results, as well as broadened the supply chain. By moving their procurement to the cloud, utilizing the SpecBid engine, WDF has eliminated countless emails and faxes. A common shared dashboard with a central log in id allows all relevant parties involved in the process to quickly identify current purchase orders and bids. Everyone may not have seen as well as other pertinent information that previously.

Building Turbines Inc. a publicly traded (BLDW) manufacture and distributor of energy efficient products such as wind turbines and LED lighting has contracted SpecBid to facilitate their national distribution and sales channel using our cloud based procurement technology. Using our database of buyers and sellers of these products, we can effectively assist BT in the prospecting and cultivating new accounts, as well as identify regional distribution channels for their product. Additionally, using our responsive software on a tablet, field reps can do an instant cost analysis of their product vs. competitors, resulting in more sales by showing a savings in real time. BT is also integrating our software with their numerous municipal clients to make the procurement process easier. By highlighting certain sku's and product id's in our database, buyers of these products can simply "click and send" that purchasing request using the SpecBid engine. Alerts and notifications are sent throughout the municipality once request is sent, and again once a response has been submitted by BT. This process saves time and money by eliminating a pen and paper method, requiring multiple personnel to complete. A similar process will soon be implemented in various hospitals and department stores.

SpecBid currently works with over 2,000 buyers and sellers of building products and industrial supply through our web based platform. We are an acknowledge "first mover" in the \$250B building supply industry and was the focus of a recent magazine feature titled "Cloud Sourcing the Bidding Process". Our Spec Bid Buy method is quickly becoming the industry standard for streamlining the current procurement process.

**Appendix B Program Description and Staffing  
C. Prior Public Clients**

Our team has years of combined public sector experience ranging from procurement, technology and application development as well as data privacy and security.

Currently our firm is working with various public sector agencies, independently and through joint ventures with several privately held and publically traded companies.

Extensive procurement and bid response experience with the following agencies through our private sector clients;

- DASNY
- SCA
- DEP
- NYCHA

Multiple private sector clients are using the SpecBid platform to identify and respond to bidding opportunities for the U.S. General Services Administration (GSA).

- Schedule 56 Buildings and Building Materials / Industrial Services & Supply
- Schedule 73 Food Service, Hospitality, Cleaning Equipment & Supplies
- Schedule 72 Furnishings and Floor Coverings
- Schedule 899 Environmental Services

**Appendix B Submittal Sheet**

(See attached original signature file)

**Appendix C Business History Form**

(See attached original signature file)

**Appendix D Principle Questionnaire**

(See attached original signature file)

**Appendix L Certificate of Compliance**

(See attached original signature file)

Appendix C Business History Form Attachments

The proposer to RFP # IT0716-1331 is SpecBid Holdings, Inc.

SpecBid Holdings, Inc. was formed in August of 2013, having done business as SpecBid, LLC since May of 2011. Given the rapid growth of our company, the corporate structure that we now have, as opposed to operating as an LLC, allows us to scale accordingly, while adding key personnel and resources, thus better serving the needs of our clients. SpecBid Holdings, Inc. now owns all intellectual property, processes, web domains and trademark rights. All current clients, management personnel, and business practices will remain the same.

SpecBid Holdings, Inc. is a Delaware Corporation, which has been qualified to conduct business in The State of NY.

All supporting documents are attached.

No. Of employees 5

Current Shareholders and Officers Include:

Christopher Cardillo  
CEO  
60 Pinetree Lane  
Roslyn Heights, NY 11577

John Bonnano  
12 Circle Lane  
East Hills, NY 11576

John Manning  
CTO  
47 Lowell Road  
Concord, MA 01742

Hemanshu Nigam  
CSO  
PO Box 18551  
Beverly Hills, CA 90209

**Appendix C Business History Form Attachments**

The SpecBid platform is largely regarded in the building industry as the first real time cloud based procurement system. Our simple process and state of the art database tools have established SpecBid as a true first mover in this space.

**Business Highlights**

- Unique and easily adoptable cloud based process
- Recognized as the leading procurement platform for the \$250 Billion Building Products Industry
- Multi Year subscriptions signed by leading buyers and sellers, both private and publically held companies.
- Proprietary Intellectual Property
- Daily transactions with verifiable costs savings
- Talented and diligent team
- Recently contracted by Mensch Supply, a leading NYC vendor to aggregate GSA blanket contracts and offer those savings to municipal and industrial customers; i.e. Townships, Schools, Hospitals, etc.
- Premier companies in additional industries in the process of implementing the SpecBid software
- Used in the procurement process for such projects as; 4 WTC, 3 WTC, Carnegie Hall renovation, the Jacob Javits Center upgrades project, and continued work to restore Bellevue Hospital after Hurricane Sandy

**SPECBID HOLDINGS, INC.**

**Appendix C Attachment  
Project Revenues for SpecBid Holdings, Inc**

Expected financial results, SpecBid Holding Inc., successor to SpecBid LLC, from the date of Inception, August 12, 2013

SpecBid Holdings Income Statement									
	2013			2014					
	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	2015
Total Revenue	181,248	415,494	596,742	2,717,977	3,673,095	3,960,087	4,608,550	\$14,959,708	37,548,241
Total Technical Expenses	262,534	365,624	628,157	796,064	1,127,399	1,354,207	1,520,806	4,798,476	5,551,737
Earnings Before Interest and Taxes	-613,933	-500,781	-\$1,114,714	1,050,663	1,624,201	1,636,076	2,523,500	6,834,440	22,794,429
Net Income (Loss)	\$ (618,433)	\$ (505,281)	-\$1,123,714	\$ 678,431	\$ 1,051,231	\$ 1,058,950	\$ 1,635,775	\$ 4,424,386	\$ 14,798,379

SpecBid Holdings Balance Sheet									
	2013			2014					
	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	2015
Cash	\$ 1,117,595	\$ 517,557	\$ 517,557	\$ 849,376	\$ 3,952,793	\$ 5,180,823	\$ 7,351,827	\$ 7,351,827	\$ 26,360,372
Accounts and Notes Receivable	40,277	92,332	92,332	603,995	816,243	880,019	1,024,122	1,024,122	2,086,013
Property, Plant and Equipment, Net	102,719	174,126	174,126	572,483	985,167	1,402,156	1,541,472	1,541,472	2,272,505
Other Assets			0	0	0	0	0	0	0
Total Assets	\$ 1,260,591	\$ 784,015	\$ 784,015	\$ 2,025,854	\$ 5,754,203	\$ 7,462,998	\$ 9,917,421	\$ 9,917,421	\$ 30,718,890
Accounts Payable	\$ 79,024	\$ 107,729	\$ 107,729	\$ 303,406	\$ 412,053	\$ 489,272	\$ 424,695	\$ 424,695	\$ 841,789
Notes Payable	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Taxes Payable	0	0	0	367,732	936,202	1,508,829	2,392,054	2,392,054	7,978,050
Total Liabilities	379,024	407,729	407,729	971,137	1,648,255	2,298,101	3,116,749	3,116,749	9,119,839
Equity									
Contributed Capital	1,500,000	1,500,000	1,500,000	1,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Dividends Paid	0	0	0					0	0
Accumulated Earnings (Deficit)	(618,433)	(1,123,714)	(1,123,714)	(445,283)	605,948	1,664,897	3,300,672	3,300,672	18,099,051
Total Equity	881,567	376,286	376,286	1,054,717	4,105,948	5,164,897	6,800,672	6,800,672	21,599,051
Total Liabilities and Equity	\$ 1,260,591	\$ 784,015	\$ 784,015	\$ 2,025,854	\$ 5,754,203	\$ 7,462,998	\$ 9,917,421	\$ 9,917,421	\$ 30,718,890

Appendix C Attachment  
Corporate Documents

Delaware Certificate of Good Standing

*Delaware*

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPECBID HOLDINGS, INC" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SPECBID HOLDINGS, INC" WAS INCORPORATED ON THE TWELFTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



5382115 0300

130982496

You may verify this certificate online  
at [corp.delaware.gov/notaryver.shtml](http://corp.delaware.gov/notaryver.shtml)

Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0660143

DATE: 08-13-13

Appendix C Attachment  
Corporate Documents

NYS Qualification

N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: SPECBID HOLDINGS, INC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS) COUNTY: NASS

FILED: 08/16/2013 DURATION: PERPETUAL CASH#: 130816000600 FILM #: 130816000542  
DOS ID: 4446860

FILER:

CHRISTINA WALKER  
BLUMBERG EXCELSIOR  
16 COURT STREET, 14TH FL  
BROOKLYN, NY 11241

EXIST DATE

08/16/2013

ADDRESS FOR PROCESS:

THE CORPORATION  
60 PINE TREE LANE  
ROSLYN HEIGHTS, NY 11577

REGISTERED AGENT:



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to [www.email.biennial.dos.ny.gov](http://www.email.biennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39

FEES 250.00  
FILING 225.00  
TAX 0.00

PAYMENTS 250.00  
CASH 0.00  
CHECK 0.00

Appendix C Attachment  
Corporate Documents

## Employee Identification Number

IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

SPECBID HOLDINGS  
SPECBID  
c CHRISTOPHER CARDILLO  
60 PINETREE LN  
ROSLYN HTS, NY 11577

Date of this notice: 08-14-2013

Employer Identification Number:  
46-3416628

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3416628. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

## IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

**SPECBID HOLDINGS, INC.**

SpecBid Holdings, Inc

Balance Sheet  
August 20, 2013

Assets

Current Assets	<u>\$ 41,079.00</u>
Cash in Bank	
Total Current Assets	<u>\$ 41,079.00</u>

Other Assets	
Stock Receivable	<u>\$50,000.00</u>
Start Up Costs	<u>\$10,000.00</u>
Total Other Assets	

Total Assets	<u>\$101,079.00</u>
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Liabilities

Total Liabilities	\$0
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Equity

Common Stock	<u>\$101,079.00</u>
Total Stockholder's Equity	<u>\$101,079.00</u>

**This Balance Sheet is a compilation of the books and records of the Corporation.**

Statement of Registration with Nassau County

Thank you for registering with Nassau County!  
Nassau County [eprocurementsupport@nassaucountyny.gov]

Sent:

7/19/2013 5:06 PM

To:

ccardillo@specbid.com

Dear Mr. Christopher Cardillo

Congratulations! You have successfully registered your organization with Nassau County's eProcurement System.

Please record the username and password you selected during registration in a secure location for future reference.

Nassau County has been notified that you have registered. Acceptance of SpecBid, LLC as a qualified supplier is pending the review and approval of the Nassau County Office of Purchasing.

You can access eProcurement at anytime by clicking on the following link  
<http://eproc.nassaucountyny.gov>. Please save this link in your favorite items list for easy access in the future.

Once you login to eProcurement, you will have access to manage your profile, add additional users, view current and past solicitations and download solicitations online.

Please download eProcurement's Supplier User Reference Manual at  
[http://eproc.nassaucountyny.gov/html/Supplier\\_WebProcure\\_User\\_Reference\\_Manual.pdf](http://eproc.nassaucountyny.gov/html/Supplier_WebProcure_User_Reference_Manual.pdf). We recommend that you print a copy of this manual and keep it near your workstation until you are have familiarized yourself with all of eProcurement's features.

Please add to your records that your userid is ccardillo

If you are not the intended recipient of this notice, please forward the notice to the addressee. If that person is not known to you, please contact the Nassau County Office of Purchasing immediately.

Your receipt of this notice is subject to the Terms of Use Agreement published on the eProcurement website at <http://eproc.nassaucountyny.gov>.

For further assistance please contact the Nassau County Office of Purchasing:

Nassau County Office of Purchasing  
Monday through Friday  
9:00 am to 4:30 pm EST  
eprocurementsupport@nassaucountyny.gov  
(516) 571-4200

BIDDER LIST OF "eProcurement" VENDORS					
Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement.					
5 - Excellent					
4 - Good					
3 - Average					
2 - Below Average					
1 - Poor					
SPEC BID Scoring					
	RK	MB	EE	BB	FI
<b>Contract Requirements and Proposed Solution (40%)</b>	NA	NA	NA	NA	NA
Meet Bid Requirements	NA	NA	NA	NA	NA
High Quality Bid Document (bid should contain all items below)	3.5	5	4	3	3
Cost Proposal Form attached as Appendix A.	NA	NA	NA	NA	NA
Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.	NA	NA	NA	NA	NA
A duly completed and verified Business History Form attached as Appendix C, together with a current verified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.	NA	NA	NA	NA	NA
All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.	NA	NA	NA	NA	NA
Living Wage Law Certificate of Compliance, attached as Appendix F.	NA	NA	NA	NA	NA
The Proposer's Exceptions to the RFP Requirements, if any.	NA	NA	NA	NA	NA
All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.	NA	NA	NA	NA	NA
Additional information that you believe pertinent to the County's requirements.	NA	NA	NA	NA	NA
Statement proposer has registered with the County as a vendor.	NA	NA	NA	NA	NA
<b>Technical Requirements</b>	NA	NA	NA	NA	NA
Sub on LAMP	4	5	6	5	3
Registration module	4	4	3	4	5
Interview Module	3	4	3	4	5
Simplified Spec Module	4	4	4	4	4
Contract, Bidding Module	4	4	4	4	4
Rules Engine	3	5	5	4	4
Aggregation/Purchase Module	3	4	4	4	3
Reporting Module	3	4	4	3	3
Software must accommodate future integration with the County's ERP system	3	4	5	2	3
<b>Training and Support</b>	NA	NA	NA	NA	NA
Provide Admin training (12) and go live support	3	5	5	4	5
Provide system maintenance and support	3	5	5	5	5
Provide 4 hour response time for system outages	4	5	5	1	5
Provide system and training documentation	3	5	5	4	5
Provide Export data in a neutral format	3	4	5	3	5
Provide email data exchanges in Oracle or SQL	3	4	5	2	5
<b>Hosting</b>	NA	NA	NA	NA	NA
Customer references	4	4	3	3	5
Experience in the public sector	3	4	2	3	3
Vendor must provide staffing model.	2.5	4	5	3	5
Provide SAS 70 (Service Organization Attesting Standards) audit documentation.	3.5	4	5	0	3
Provide ITIL/ITMS best practices standards	3	4	5	0	3
Insurance coverage for performance of project definition	3.5	4	5	0	3
Cyber Risk Insurance policy (minimum limit of liability \$5,000,000)	3	4	5	0	3
Billed monthly	3.5	5	5	3	3
Participate in monthly meetings	3	5	5	3	3
Ability to perform leading to industry best practices	3	4	5	2	3
Must have prior hosting experience (technology and industry experience)	3.5	5	3	3	3
Monthly status reporting	3.5	5	5	3	3
<b>Totals:</b>	92.5	123	124	77	107
<b>Avg Score:</b>	3.30	4.39	4.43	2.76	3.82
<b>40% Score:</b>	1.32	1.76	1.77	1.10	1.53
<b>Vendor Profile (10%)</b>	NA	NA	NA	NA	NA
Introduction of company representatives	4	4	5	4	5
Organizational Structure / Capacity for support	3.5	4	5	3	5
Resumes	3	4	4	4	5
Financial Statement	3	3	5	2	3
Financial Depth/Stability / Litigation Statement	3	3	5	2	3
Resource utilization methods and approach	3	4	5	4	3
<b>Totals:</b>	19.5	22	29	19	24
<b>Avg Score:</b>	3.25	3.67	4.83	3.17	4.00
<b>10% Score:</b>	0.33	0.37	0.48	0.32	0.40
<b>Related Experiences (25%)</b>	NA	NA	NA	NA	NA
Prior Public Sector Experience	2.5	4	3	3	4
Project Management / Implementation Qualifications	4	4	5	3	4
References organizational & technical capacity	3	5	5	3	4
Similar checks / N/A why vendor can perform tasks in RFP	3	4	3	3	4
<b>Totals:</b>	12.5	17	18	10	16
<b>Avg Score:</b>	3.125	4.25	4	2.5	4
<b>25% Score:</b>	0.78125	1.0625	1	0.625	1
<b>Project Cost (25%)</b>	NA	NA	NA	NA	NA
Score:	3	4	5	3	5
<b>25% Score:</b>	0.75	1	1.25	0.75	1.25
<b>Total Score:</b>	3.18	4.19	4.50	2.79	4.18

BIDDER LIST OF "eProcurement" VENDORS					
Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement					
5 - Excellent					
4 - Good					
3 - Average					
2 - Below Average					
1 - Poor					
KPMG Coupa BID Scoring					
	RK	MS	EE	SB	FI
<b>Contract Requirements and Proposed Solution (40%)</b>					
Meet Bid Requirements	NA	NA	NA	NA	NA
High Quality Bid Document (bid should contain all items below)	3.5	5	5	6	3
Cost/Proposal Form attached as Appendix A.	NA	NA	NA	NA	NA
Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.	NA	NA	NA	NA	NA
A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.	NA	NA	NA	NA	NA
All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.	NA	NA	NA	NA	NA
Living Wage Law Certificate of Compliance, attached as Appendix F.	NA	NA	NA	NA	NA
The Proposer's Exceptions to the RFP Requirements, if any.	NA	NA	NA	NA	NA
All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.	NA	NA	NA	NA	NA
Additional Information that you believe pertinent to the County's requirements.	NA	NA	NA	NA	NA
Statement proposer has registered with the County as a vendor.	NA	NA	NA	NA	NA
<b>Technical Requirements</b>	NA	NA	NA	NA	NA
Built on LAMP	4	5	0	5	3
Registration module	4	4	1	4	3
Interview Module	2	4	3	4	3
Simplified Spec Module	2	4	3	4	3
Contract Matching Module	2	4	3	4	3
Rules Engine	2	4	4	4	3
Aggregation Purchase Module	2	4	3	4	3
Reporting Module	2	4	3	4	3
Software must accommodate future integration with the County's ERP system	3	4	5	5	3
Training and Support	2	4	2	5	3
Provide Admin training (12) and go live support	NA	NA	NA	NA	NA
Provide system maintenance and support	3	4	5	4	3
Provide 4 hour response time for system outages	3	4	5	5	3
Provide system and training documentation	3	5	5	5	3
Provide Export data in a neutral format	2	6	4	4	3
Provide annual data exchange in Oracle or SQL	2	4	5	5	3
Hosting	2	4	2	2	3
Customer references	NA	NA	NA	NA	NA
Experience in the public sector	4	4	5	5	3
Vendor must provide staffing model	4	4	5	4	3
Provide SAS 70 (Service Organization Auditing Standards) audit documentation	2.5	4	5	3	3
Provide ITIL/ITMS best practice standards	4	4	5	5	3
Insurance coverage for performance of project definition	4	4	5	4	3
Cyber Risk Insurance policy (minimum limit of liability (\$5,000,000))	4	4	5	5	3
Billed monthly	4	4	5	5	3
Participate in monthly meetings	3	5	3	3	3
Ability to perform hosting to industry best practices	2	5	3	3	3
Must have prior hosting experience (technology and industry experience)	3	4	5	5	3
Monthly status reporting	4	5	5	4	3
Totals:	2	5	2	3	3
Avg Score	82	120	110	113	84
40% Score:	0.68	4.29	3.53	4.04	3.00
	0.27	1.71	1.57	1.61	1.20
<b>Vendor Profile (10%)</b>	NA	NA	NA	NA	NA
Introduction of company representatives	NA	NA	NA	NA	NA
Organizational Structure / Capacity for support	4	4	4	4	3
Resumes	4	4	5	5	3
Financial Statement	3	4	4	5	3
Financial Depth/Stability / Litigation Statement	4	4	5	5	3
Resource utilization methods and approach	4	4	5	5	3
Totals:	3	4	5	4	3
Avg Score	22	24	28	28	18
10% Score:	0.92	4.00	4.67	4.67	3.00
	0.09	0.40	0.47	0.47	0.30
<b>Related Experience (25%)</b>	NA	NA	NA	NA	NA
Prior Public Sector Experience	NA	NA	NA	NA	NA
Project Management / Implementation Qualifications	4	4	5	4	4
References/ organizational & technical capacity	4	4	3	4	4
Similar clients / size/ why vendor can perform tasks in RFP	3	4	5	4	4
Totals:	3	4	5	4	4
Avg Score	14	15	18	16	16
25% Score:	0.875	4	4.5	4	4
	0.21875	1	1.125	1	1
<b>Project Cost (25%)</b>	NA	NA	NA	NA	NA
Score:	NA	NA	NA	NA	NA
25% Score	3	2	1	3	2
	0.75	0.5	0.25	0.75	0.5
<b>Total Score:</b>	1.33	3.81	3.41	3.83	3.00

**APPENDIX C Business  
History Form**

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

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

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

Date: 8/22/13

1) Proposer's Legal Name: SpecBid Holdings, Inc.

2) Address of Place of Business: 60 Pinetree Lane Roslyn Heights, NY 11577

List all other business addresses used within last five years:

3) Mailing Address (if different): PO Box 42 Roslyn Heights, NY 11577

Phone: 516-317-5057

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: In Process

5) Federal I.D. Number: 46-3416628

6) The proposer is a (check one): ☐ Partnership ☒ Corporation

Proprietorship ☐

Other (Describe) \_\_\_\_\_

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

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

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

## APPENDIX C

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

## APPENDIX C

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

## APPENDIX C

### Attachments to Business History Form

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

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

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

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

- B. Indicate number of years in business.

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

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

Company WDF, Inc ( ATutor Perini Company)

Contact Person John O'Donoghue

Address 30 North MacQuesten Pkwy.

City/State Mt. Vernon, NY

Telephone (914) 629-9096

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

E-Mail Address jodonoghue@wdfinc.net

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Company Building Turbines Inc.

Contact Person Paul Getty

Address 7703 North Lamar Blvd. Suite 510

City/State Austin, TX

Telephone (281) 450-9360

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

E-Mail Address ptgetty@gmail.com

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Company Mensch Supply GSA Services

Contact Person Jeff Solomon

Address 35-20 College Pt. Blvd

City/State Flushing, NY

Telephone (718) 359-7500

Fax # (718) 321 - 0234

E-Mail Address jsolomon@menschmill.com

## APPENDIX C

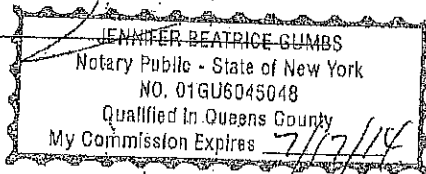
### CERTIFICATION

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

I, Christopher Cardillo, 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 23<sup>rd</sup> day of August 2013

Notary Public



Name of submitting business: SpecBid Holdings, Inc.

By: Christopher Cardillo

Print name

Signature

CEO

Title

8 / 23 / 2013  
Date

## APPENDIX D

### PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Christopher Cardillo

2. Date of birth 05 / 04 / 1972

Home address 60 Pinetree Lane

City/state/zip Roslyn Heights, NY 11577

Business address PO Box 42

City/state/zip Roslyn Heights, NY 11577

Telephone (516) 317 5057

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 05 / 01 / 2011 Treasurer \_\_\_\_\_

Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_

Chief Exec. Officer 05 / 01 / 2011 Secretary \_\_\_\_\_

Chief Financial Officer 10 / 01 / 2012 Partner \_\_\_\_\_

Vice President \_\_\_\_\_

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO \_\_\_\_ YES ☒ If Yes, provide details.

I am the Founder / CEO and majority shareholder.

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

## APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.

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

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

## APPENDIX D

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

APPENDIX D

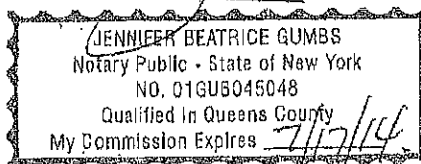
CERTIFICATION

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, Christopher Cardillo, 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 23<sup>rd</sup> day of August 2013

Notary Public



SpecBid Holdings, Inc

Name of submitting business

Christopher Cardillo

Print name

[Signature]

Signature

CEO

Title

8 / 23 / 2013

Date

SpecBid Holdings, Inc

Jun. 9, 2014

### Fee Schedule

SpecBid Holdings, Inc ("The Contractor") proposes to deliver, maintain and support a version of their platform with appropriate enhancements to meet the needs and goals outlined in the RFP #IT0716-1331

The Contractor has developed an e-procurement platform, "SpecBid", which is ideal for delivering the features and requirements defined in the Scope of Service. The SpecBid technology has been specifically developed to provide a simple to use web-based environment where buyers can manage the purchasing lifecycle. Likewise SpecBid provides a simple intuitive online workflow for vendors to submit bid responses. The platform is built on a LAMP (Linux/Apache/MySQL/PHP) architecture and has been developed entirely by the Contractor.

The County will work directly with the senior project managers and senior developers who will design and implement the needed enhancement modules. The SpecBid platform will provide the County with a revolutionary piece of technology that has been designed specifically to deliver an easy to use e-procurement solution and a catalyst to saving time and money.

Scope of work will remain identical to original RFP response, including all phases of discovery, design and implementation including:

- Data Modeling Module(s)
- Registration Module
- Interview Module
- Simplified Spec Module
- Contract Matching Module
- Rules Engine
- Aggregation Purchasing Module
- Report Module
- Training Module
- Help Desk & Support
- Hosting
- Includes all algorithms and development necessary to properly implement and support County procurement across all sub-divisions
- On site training for County personnel accessing and utilizing system for one year.

Initial start-up costs, development and deployment of the software through year one, including all necessary modules, hosting and training procedures outlined above will be \$265,000.00

Year One invoices will be submitted on the first of each calendar month in the amount of \$22,083.33 for a period of 12 calendar months, immediately following execution of contract.

Monthly fee for license, support and maintenance, for years 2 and 3 will be \$15,500.00 (\$186,000.00 annually for a combined total of \$372,000.00)

SpecBid will follow lean design and delivery methodology during the execution of the project with clearly defined discovery, concept, prototype and build stages.



## Contract Details

## SERVICE

NIFS ID #: CAPR15000001

NIFS Entry Date: 09/01/15

Term: from: 09-01-14-8-31-17

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Advisement / <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Loose Advisement <input checked="" type="checkbox"/>

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 type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Spec Bid Holding, Inc.	Vendor ID# 463416628
Address PO Box 42 Roslyn Heights, NY 11577	Contact Person Christopher Cardillo
	Phone 516-317-5057

County Department
Department Contact Frank Intagliata
Address 1 West Street Mineola, NY 11501
Phone 516-571-6102

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
9/1/15	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/1/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	9/1/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/14/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/16/15	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	10/20/15	<i>[Signature]</i>	

*[Signature]* 9/22/15

## Contract Summary

Description:

PR5254 (8/04)

**Purpose:**

Developing a shared service website to enable County and other Government Agencies to provide commodities through strategic services & generating savings for all.

**Method of Procurement:**

Request For Proposals (RFP)

**Procurement History:**

The Contract was entered into after a written request for proposals was issued on 7/22/13. Potential proposers were made aware of availability of the RFP by Newspaper Advertisement and posting on website. Thirty four potential proposers requested copies of the RFP. Proposals were due on 8/26/13. Two proposals were received and evaluated. The evaluation committee consisted of Donna Neiland, Robert Koprowski, Michael Schlenoff, Frank Intagliata and Ed Eisenstein. The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer was selected.

**Description of General Provisions: This E-Procurement System will:**

Centralize purchasing requests under the Shared Services initiative.

Streamline and simplify Nassau County's current procurement process.

Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow.

Maximize productivity while lowering cost by reducing the number of people involved in the current process.

Eliminate costly software and IT cost by utilizing the latest cloud based technology.

**Impact on Funding / Price Analysis:**

NYS Grant \$52,700.00  
Nassau County \$ 9,300.00  
Total \$62,000.00

**Change in Contract from Prior Procurement:**

N/A

**Recommendation: (approve as submitted)**

## Advisement Information

BUDGET CODES	
Fund:	GRT /GEN
Control:	10
Resp:	1100
Object:	DE500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGRTGEX4NYS DE500	\$ 52,700.00
2	PRGEN1100	\$ 9,300.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 62,000.00</b>

RENEWAL	
% Increase	
% Decrease	

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

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael S. Cohen</i>	Name: <i>[Signature]</i>	Date: <i>11/16/15</i>
Date: <i>10/30/2015</i>	Date: <i>10/30/15</i>	(For Office Use Only)
		E #:

Contract ID#: CQPR14000001



Department: Shared Services

## Contract Details

SERVICE

Port to  
6/16/

NIFS ID #: CAPR15000002

NIFS Entry Date: 12/18/15

Term: from: 09-01-14-8-31-17

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Advisement <u>2</u> <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Loose Advisement <input checked="" type="checkbox"/>

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 type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Spec Bid Holding, Inc.	Vendor ID# 463416628
Address PO Box 42 Roslyn Heights, NY 11577	Contact Person Christopher Cardillo
	Phone 516-317-5057

County Department
Department Contact Frank Intagliata
Address 1 West Street Mineola, NY 11501
Phone 516-571-6102

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
12/18/15	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/18/15	Frank Intagliata	
	OMB	NIFS Approval <input type="checkbox"/>	12/28/15	John A. Cant	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/22/16	John A. Pan	
1/8/16	County Comptroller	NIFS Approval <input type="checkbox"/>	1/8/16	Ch. Li	

## Contract Summary

Description:



**Contract ID: CQPR14000001**

**Department: Information Technology**

**Capital:**

SERVICE: E- Procurement

NIFS ID #:CAIT17000005

NIFS Entry Date: 18-JAN-17

Term: from 01-JAN-17 to 31-AUG-17

Advisement
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: Spec Bid Inc.	Vendor ID#: 463416628
Address: PO BOX 42	Contact Person: Christopher
Roslyn Heights, NY 11577	Cardillo
	Phone: 516-317-5057

<b>Department:</b>
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old Country Road
Mineola, NY 11501
Phone: 516-571-4265

## Routing Slip

Department	NIFS Entry: X	18-JAN-17 -- VMANUCHA
Department	NIFS Approval: X	28-FEB-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	02-MAR-17 -- AROMANO
County Atty.	Insurance Verification:	
County Atty.	Approval to Form:	
Dep. CE	Approval: X	06-MAR-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	03-MAR-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval: X	07-APR-17 -- RBURKERT
NIFA	NIFA Approval:	

## Contract Summary

<p><b>Purpose:</b> Developing a Shared Service website to enable county and other Government Agencies to provide commodities Through strategic services &amp; generating savings for all. Additional funding is needed for the maintenance and support for the website for 1/1/17 to 8/31/17.</p>
<p><b>Method of Procurement:</b> RFP</p>
<p><b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on 7/22/13. Potential proposers were made aware of availability of the RFP by Newspaper Advertisement and posting on website. Thirty four potential proposers requested copies of the RFP. Proposals were due on 8/26/13. Two proposals were received and evaluated. The evaluation committee consisted of Donna Neiland, Robert Koprowski, Michael Schlenoff, Frank Intagliata and Ed Bisenstein. The proposals were scored and ranked. As a result of scoring and ranking the highest - ranking proposer was selected.</p>
<p><b>Description of General Provisions:</b> This E- Procurement System:</p> <p>Centralize purchasing requests under the shared services initiative.</p> <p>Streamline and simplify Nassau County's current procurement process.</p> <p>Aggregate data throughout political sub-divisions so that leveraged buying and contract purchasing is done in a simple, easy to use workflow.</p> <p>maximize productivity while lowering cost by reducing the number of people involved in the current process.</p> <p>eliminate costly software and IT cost by utilizing the latest cloud based technology.</p>
<p><b>Impact on Fundlag / Price Analysis:</b> 124,000 to be encumbered for the 1/1/17-8/31/17 maintenance and support services. 15,500/month</p>
<p><b>Change in Contract from Prior Procurement:</b> na</p>
<p><b>Recommendation:</b> (approve as submitted)</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN					
Control:	1430	Revenue		03	ITGEN1430/DE5A5	124000
Resp:		Contract:				0
Object:	DE5A5	County	124000			0
Transaction:		Federal	0			0
Project #:		State	0			0
Detail:		Capital	0			0
		Other	0			0
		<b>TOTAL</b>	<b>124000</b>		<b>TOTAL</b>	<b>124000</b>

RENEWAL	
% Increase	
% Decrease	