

NIFS ID:CQTS17000004 Department: Public Works

Capital:

SERVICE: Alcohol Education

Contract ID #:CQTS17000004

NIFS Entry Date: 24-OCT-17

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

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

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

Vendor Info:	
Name: Community Parent Center	Vendor ID#: 110275007 01
Address: Brookside Elementary	Contact Person: Wendy Tepfer
School, Rm 31	
1260 Meadowbrook Road	
No. Merrick, NY 11566	
	Phone: 516-771-9346

Department:	
Contact Name: Christopher Mistron	
Address: 1194 Prospect Avenue	
Westbury, NY 11590	
Phone: 516-571-7021	

Routing Slip

Department NIFS Entry: X		24-OCT-17 CMISTRON	
Department NIFS Approval: X		01-NOV-17 CMISTRON	
DPW Capital Fund Approved:			
OMB	NIFA Approval: X	11-NOV-17 RDALLEVA	
OMB NIFS Approval: X		11-NOV-17 RDALLEVA	
County Atty.	Insurance Verification: X	01-NOV-17 AAMATO	
	l e		

County Atty.	Approval to Form: X	01-NOV-17 DGRIPPO
Dep. CE	Approval: X	21-FEB-18 BSCHNEIDER
Leg. Affairs	Approval/Review: X	06-FEB-18 MREYNOLDS
Legislature	Approval:	**************************************
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	NAME OF THE PARTY

Contract Summary

Purpose: Grant is to fund personal services for the program Director, Project manager and clerical assistance. The Director shall focus on the scheduling the High School Teen Driving program entitled ¿Driving in the Safe Lane. The Parent Center also offers a variety of workshops for parents and children focusing on parenting issues, family wellness, alcohol and substance abuse prevention and healthy alternatives. The Director shall also coordinate efforts with the Nassau District Attorney¿s ¿Choices and Consequences¿ program which is an alcohol education program for high school juniors and seniors. Grant is to fund personal services for program director, project manager and clerical assistant. The Director shall focus on the scheduling of the high school teen driving program, ¿Driving in the Safe Lane. The Parent Center also offers a variety of workshops for parents and children focusing on parenting issues, family wellness, alcohol and substance abuse prevention and healthy alternatives. The Director shall also coordinate efforts with the Nassau District Attorney¿s ¿Choices and Consequences¿ program with is an alcohol education program for high school seniors. This program is 100% grant funded. In addition, this program has been identified as a public education initiative and the vendor has been approved by the Department of Motor Vehicles as part of the approved 2017 STOP-DWI Annual Plan.

Method of Procurement: This contract will be funded with STOP-DWI grant funds. The Traffic Safety Board has as one of its functions the responsibility of coordinating the Public Information and Education component of the county is STOP-DWI Grant program as articulated in Article 31, Section 1197 of the New York State VTL. One of the functions of the STOP-DWI Coordinator is to assess the effectiveness of various programs and make a determination as to the expansion and improvement of successful countermeasures. The Coordinator identifies a number of program priorities and an RFP is submitted to all Traffic Safety Board members. The Coordinator reviews and selects PI&E proposals that address identified problem areas and merit funding.

Procurement History: The County has a history of cooperating with not-for-profit community groups to do community outreach and highway safety programs. The County contracts with the vendor. All proposed expenditures are made according to the approved program budget. All expenses are paid by STOP-DWI grant funds and do not involve the expenditure of any general funds.

Description of General Provisions: The contract will provide for the coordination of a series of parent and student safe driving seminars which address a multitude of issues including impaired driving. These seminars are to be held in various communities throughout Nassau County.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	FUNDING AMOUNT	LINE INDEX/OBJECT AMOUNT
Fund: GRT	SOURCE	CODE

Control:	TS81
Resp:	Х7
Object:	DE
Transaction:	501
Project #:	
Detail:	

R	ENEWAL	
%		
Increase		
%		_
Decrease		

Other TOTAL	\$ 0.00 \$ 50,000.00
Capital	\$ 0.00
State	\$ 50,000.00
Federal	\$ 0.00
County	\$ 0.00
Contract:	
Revenue	·

1	GRTTS8100OTH/D E501	\$ 50,000.00	
		\$ 0.00	
		\$ 0.00	
		\$ 0.00	
		\$ 0.00	
		\$ 0.00	
	TOTAL	\$ 50,000.00	

NIFA Nassau County Interim Finance Authority

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

1. Vendor:	: Community Parent Center			
2. Dollar a	mount requiring NIFA approval: \$0			
Amoun	t to be encumbered: \$50000			
This is a	a New			
If adviseme	tract - \$ amount should be full amount o ent – NIFA only needs to review if it is i ent - \$ amount should be full amount o	increasing funds above t	he amount pre	viously approved by NIFA
	ct Term: 01/01/2017 -012/31/2017 ork or services on this contract commer	nced? Y		
If yes, p	olease explain: This is Pass through mo	oney approved by State		
4. Funding	g Source:			
	ral Fund (GEN) al Improvement Fund (CAP)	X Grant Fund (GRT)	Federal % (State % County %	100
ls the cash	available for the full amount of the cor	ntract?	Υ	
If not,	will it require a future borrowing?		N	
Has the Co	ounty Legislature approved the borrowi	ing?	N/A	
Has NIFA	approved the borrowing for this contract	ct?	N/A	
5. Provide	e a brief description (4 to 5 sentence	s) of the item for which	ո this approva	al is requested:
focusing of with the N This progr	o fund personal services for the program Director, sen Driving program entitled ¿Driving in the pn parenting issues, family wellness, alcohol and slassau District Attorney¿s ¿Cholces a rs. Grant is to fund personal services for program of teen driving program, ¿Driving in the Safon parenting issues, family wellness, alcohol and slassau District Attorney¿s ¿Cholces a ram is 100% grant funded. In addition, this program of Motor Vehicles as part of the approved 2017	e Lane.¿, The Parent Cen substance abuse prevention and and Consequences¿ prog am has been identified as a pub	ner also offers a va d healthy alternativ ram with is an alco	rest of workshops for parents and children res. The Director shall also coordinate efforts shol education program for high school seniors
6. Has th	e item requested herein followed all	proper procedures and	d thereby app	proved by the:
Nassaı	u County Attorney as to form	Υ		
Nassau	u 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
CAHS16000102	22-DEC-16	82443

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

RDALLEVA 11-NOV-17

<u>Authenticated User</u> <u>Date</u>

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.

<u>Authenticated User</u> <u>Date</u>

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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 A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY,
AND THE ASSOCIATION FOR THE COMMUNITY PARENT CENTER, INC.

WHEREAS, the County has negotiated a personal services agreement with the Association for the Community Parent Center, Inc. in relation to driver safety education services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Association for the Community Parent Center, 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: Community Parent Center
CONTRACTOR ADDRESS: Brookside School, Room 31, 1260 Meadowbrook Rd.No. Merrick, NY 11566 FEDERAL TAX ID #: 1102275007 01
Instructions: Please check the appropriate box ("\subseteq") 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]. [date]. The sealed bids were publicly opened on sealed bids were received and opened. [date]. [#] of
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:
committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.			
2 2 2 4	contract was originally executed by Nassau County on [date]. This is a val or extension pursuant to the contract, or an amendment within the scope of the contract or RFP		
(copi	WO WE THE RECEVERE DROPE OF ASSAULTER		
after	cs of the felevant pages are attached). The original contract was entered into		
V/			
*****	rement method in DED 4 [describe		
of th	noment mound, i.e., RPP. Infect proposals evaluated etc. Attach a convent the most		
ear ear	contractor is performance for any contract to be renewed or extended if the		
permi	yed a satisfactory evaluation, the department must explain why the contractor should nevertheless be itted to continue to contract with the county.		
1	to contract with the county.		
IV.	Pursuant to Executive Order No. 1 of 1002		
pron	Pursuant to Executive Order No. 1 of 1993, as amended, at least three		
dena	osals were solicited and received. The attached memorandum from the		
nran	rtment head describes the proposals received, along with the cost of each		
hrah	0541		
П	A The contract has been awarded to the		
l-al	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:		
	R. The attached memorardum contains a detail to the		
******	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 shills.		
	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		
mem	orandum from the department head explains why the department did not		
obtai	n at least three proposals.		
	X P		
	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		
	solv society province of the personal service needed or evaluate why only two manners and the		
	obtained. If two propositis were obtained, the memorandum explains that the contract areas		
	arranged to the lowest cost proposer, or why the selected proposer offered the Links and		
	proposar, the proposer's unique and special experience, skill, or expertise, or its availability to		
	perform in the most immediate and timely manner.		
	The rind		
LJ	B. The memorandum explains that the contractor's selection was dictated by the terms of a		
	reduction from Tork State grant, by legislation or by a court order (Conject of the relevant		
	documents are attached).		
	C Pursuant to Conouni Maniata I I Conouni Maniata I I		
lund	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services		
	of the order of the delical services contract		
	no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.		

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

VI.

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

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

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

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

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

IX.

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

X. \(\bigvee \) 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.

Exhibit A



COCKIT OF MASSAO

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No, the vendor or any corporate officers of the vendor have not 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

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

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

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

Dated: May 18, 2017	Vendor: The association for the Community Signed: 4- Man havin Farent Center, Inc
·	Print Name: NINA LANCI
	Title: Rusident

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.

The Association for the Community Parent Center, Inc. is not a 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.

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

The Association for the Community Parent Center, Inc. is not registered as a lobbyist (e.g., Nassau County, New York State)

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

No lobbyist is retained, employed or designated by the Association for the Community Parent Center Inc

Page 2 of 4
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.
No lobbying activity is conducted, or will be conducted, in Nassau County.
The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
7771
There are no persons, organizations or governmental entities before whom the lobbyist expects to lobby.
•

0			
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?			
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			
isted above were made freely and without duress, threat or any promise of a governmental			
penefit or in exchange for any benefit or remuneration.			
Dated: May 18, 2017 Signed: Myn Millian			
Print Name: NINA LANCE			

Title:

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

	Principal Name NINA LANCI- President of Community Parent Center S Date of birth/	
3.	Other) Do you have an equity interest in the business submitting the questions NO _X YES If Yes, provide details.	naire?
4.5.6.	Are there any outstanding loans, guarantees or any other form of secur contribution made in whole or in part between you and the business su YES If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of a organization other than the one submitting the questionnaire? NO X Has any governmental entity awarded any contracts to a business or or the past 3 years while you were a principal owner or officer? NO X	ny business or not-for-profit YES; If Yes, provide details.

details for each such charge.

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 X YES If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X 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 X_ 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 X 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 \underline{x} YES If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? NO X___ YES ___ If Yes, provide details for each such charge, c) Is there any administrative charge pending against you? NO X_ YES___ If Yes, provide

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X 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 \underline{X}

f) In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES____ If Yes, provide details for each such conviction.

NO X YES If Yes, provide details for each such occurrence.

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

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

CERTIFICATION

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

I, NIA LANCI , 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 8 day of May 2017

Notary Publishary Rate GALLUCCIO

Notary Public, State of New York
No. 01GA6118148
Qualified in Nassau County
Commission Expires January 17, 20 2

The Ussociation for the Community Parent Center, from

Print name 1

Mon hann

Signature

5, 18, 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 Camille Raia - Treasurer, Community Parent Center School Advisory Bo	ard
	Date of birth 10 / 25 / 1955	
	Home address 2188 Seneca Drive South	
	City/state/zip Merrick, New York 11566	
	Business address None	
	City/state/zipNone	
	Telephone 516-546-9138	
	Other present address(es)None	
	City/state/zipNone	
	Telephone None List of other addresses and telephone numbers attached	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer 7 / _ 1 / 12	o hold any erest in the
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO \underline{X} If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}^{\hspace{1cm}}$ 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 $\frac{X}{X}$ 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.			
Pro	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:			
	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 $\frac{X}{X}$ 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? YESNO _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 \underline{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 do 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 any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed responsing questions checked "YES". If you need more space, photocopy the appropriate page attach it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO $\frac{X}{}$ If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO \underline{x} If Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? YES NO $^{\rm X}$ 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 $\frac{X}{X}$ 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
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO \underline{X} If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _x If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a bal owner or officer? YES NO \underline{X} If Yes; provide details for each such gation.
11.	respor proced	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO X If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES $___$ NO $_{\rm X}$ If Yes, provide details for each such

CERTIFICATION

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I, OANTLE HAIA , 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.

Swom to before me this day of May 2017

Mary Later Delice

Mary Rublic

MARYKATE GALLUCCIO

Notary Public, State of New York
No. 01GA6118148

Qualified in Nassau County

Commission Expires January 17702

Name of submitting busihess

MATLE RAIA

Print name

And Print name

Title

Title

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1.	Principal Name Wendy Tepfer Independent Contractor hired as Direct	tor of the organization
	Date of birth	
	Home address -2797 Len Drive	
	City/state/zlp Bellmore, New York 11710	
	Business address	
	City/state/zip	фукконуру у недоступности быро на предпитителен и поточно пот
	Telephone -546-826-0964	
	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 a	all applicable)
	President / /Treasurer / /	There are no officers or individual
	Chairman of Board/ _/ Shareholder _/ /	who hold any ownership interest in
	Chief Exec. Officer// Secretary//	the Community Parent Center
	Chief Financial Officer//Partner//	
	Vice President/	
	(Other)	
3.	Do you have an equity interest in the business submitting the question NO _x_ YES If Yes, provide details.	naire?
4.	Are there any outstanding loans, guarantees or any other form of secur contribution made in whole or in part between you and the business sul_x_YES If Yes, provide details.	
5.	Within the past 3 years, have you been a principal owner or officer of an organization other than the one submitting the questionnaire? NO \underline{x}	ny business or not-for-profit YES; If Yes, provide details.
6.	Flas any governmental entity awarded any contracts to a business or or the past 3 years while you were a principal owner or officer? NO X	rganization listed in Section 5 in

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.

		The second secon
7.	In th Sec	ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in tion 5 in which you have been a principal owner or officer:
	ŧ	 Been debarred by any government agency from entering into contracts with that agency? NO X YES If Yes, provide details for each such instance.
	t	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X 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 \underline{X} 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 X YES If Yes, provide details for each such instance.
	and/o portio initiat proce respo	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any on of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings ed more than 7 years ago and/or is any such business now the subject of any pending bankruptcy redings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed not be all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO \underline{X} YES If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? NO \underline{X} YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X 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 X 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 _X YES If Yes, provide details for each such occurrence.

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

CERTIFICATION

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I, Wendy Tepfer , 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 TANNAM CHRISTOPHER M. MISTRON NOTARY PUBLIC, State of New York No. 01MI5044039 Qualified in Nassau County Commission Expires May 22, 20

Association for the Community Parent Center Inc Name of submitting business

Wendy Tepfer Print name Director

118 12018

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.

TV Diamo.
(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: # May 18,2017
1) Proposer's Legal Name: Association for the Community Parent Center, Inc
2) Address of Place of Business: 1260 Meadowbrook Road - No. Merrick, New York 11566
List all other business addresses used within last five years: NONE- no other business addresses used within the last five years
3) Mailing Address (if different): Mailing address same as above
Phone: 516-771-9346
Does the business own or rent its facilities? No the business does not own or rent its facilities
4) Dun and Bradstreet number: 07-350-7357
5) Federal I.D. Number: <u>11-0275007</u>
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) 501 (c) 3 not for profit organization
Does this business share office space, staff, or equipment expenses with any other business? Yes No X
8) Does this business control one or more other businesses? Yes No \underline{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 \underline{X} 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 \overline{X} If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No X
	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes No _X If Yes, provide details for each such investigation
 	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 $\underline{\hspace{0.5cm}}$ No $\underline{\hspace{0.5cm}}$ If Yes, provide details for each such investigation.
c	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? Yes No _X If Yes, provide details for each such charge.
	b) Any misdemeanor charge pending? Yes No \underline{X} If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X
	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
business h	(5) years, has this business or any of its owners or officers, or any other affiliated and any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No \underline{X} ; If Yes, provide details for instance.
pay any ap limited to v such year.	st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not vater and sewer charges? Yes No $\frac{X}{X}$ If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more blocopy the appropriate page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
7) Conflict of a) conf	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no licts 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 OF INTEREST 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 OF INTEREST 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 OF INTEREST EXISTS."
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. We would make an inquiry and present any potential issues to the County for a

Α.	demor	e a resume or detailed description of the Proposer's professional qualifications, astrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified. See attached Bio
	Should	the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 1988
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; There are no 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; SEE ATTACHED
	iv)	State of incorporation (if applicable); Negw York State
	v)	The number of employees in the firm; 1
	vi)	Annual revenue of firm; 501 (c) 3 not for profit
	vii)	Summary of relevant accomplishments see attached Bio
	viii)	Copies of all state and local licenses and permits. We do not have any state and/or local
В.	Indicat	e number of years in business. 28 years licenses and permits
C.	Provide Propos	e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. No additional information
D.	has pro	e names and addresses for no fewer than three references for whom the Proposer ovided similar services or who are qualified to evaluate the Proposer's capability to not this work.
	Compa	nny DEDICATEDD
	Contac	t PersonMARGE LEE
		s 1058 DELMAR AVENUE
	City/Sta	ete FRANKLIN SQUARE, NEW YORK 11010
	Teleph	one 516-352-7990
	Fax#_	NO FAX
	E-Mail	Address dedicatedd4u@aol.com

Company NY Coalition for Transportation Safety
Contact Person Cynthia Brown
Address 213-37 39th Avenue
City/StateBayside, New York 11364
Talanhana 516-571-6808
Fax# No fax
E-Mail Address NY Coalitio@aol.com
Company Bellmore-Merrick Central High School District
Company Bellmore-Merrick Central High School District
Company Bellmore-Merrick Central High School District Contact Person David Seinfeld Address 1260 meadowbrook Road
Company Bellmore-Merrick Central High School District Contact Person David Seinfeld
Company Bellmore-Merrick Central High School District Contact Person David Seinfeld Address 1260 meadowbrook Road City/State Merrick, New York 11566
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1 100
Sworn to before me this 18 day of 10 day 2017
Notary Public Arykate Galluccio Notary Public, State of New York No. 01GA6118148 Qualified in Nassau County Commission Expires January 17, 20
Name of submitting business: She association for the Community Parent Center, In
By: NTM LANCI Print name// Print name// Signature Resident Title
5, 18, 2017 Date

COUNTY OF NASSAU

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

Address: 1260 Meadowbrook Road - Brookside School - Rm 31 City, State and Zip Code: North Merrick, New York 11566 2. Entity's Vendor Identification Number: #11-0275007 3. Type of Business: Public Corp Partnership Joint Venture Ltd. Liability Co Closely Held Corp 501 (c) 3 not for profitOther (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 phases).
2. Entity's Vendor Identification Number: #11-0275007 3. Type of Business:Public CorpPartnershipJoint Venture Ltd. Liability CoClosely Held Corp 501 (c) 3 not for profitOther (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)
3. Type of Business:Public CorpPartnershipJoint VentureLtd. Liability CoClosely Held Corp 501 (c) 3 not for profitOther (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
Ltd. Liability Co Closely Held Corp 501 (c) 3 not for profit 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
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
of Joint Ventures, and all members and officers of limited liability companies (attach additional
sheets if necessary):
see attached School Advisory Board List Attached
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.
There are no shareholders, members, or partners of the firm.

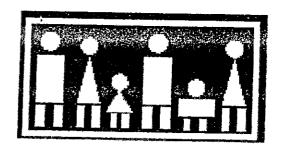
There are no affiliated and related companies related to the firm 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated 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): There are no lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, pos-	subsidiary co	filiated and related companies and their relationship to the firm entered on line none, enter "None"). Attach a separate disclosure form for each affiliated or ompany that may take part in the performance of this contract. Such disclosure shall be include affiliated or subsidiary companies not previously disclosed that participate
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): There are no lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, pos-	m me berror	mance of the contract.
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): There are no lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, pos-		
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	development term "lobbyis County of Na	ssau, or State of New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s):

Page 3 of 4

description of lobbying activities.	ty of each lobbyist. See below for a complete
There is no lobbying activity	y
NONE	
(c) List whether and where t Nassau County, New York State):	he person/organization is registered as a lobbyist (e.g.,
There is no person/organization is re	egistered as a lobbyist (e.g., Nassau County, New York State):
The state of the s	
8. VERIFICATION: This section m contractor or Vendor authorized as a	ust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	ears that he/she has read and understood the foregoing nowledge, true and accurate.
Dated: May 18, 2017	Signed: Mrs Muni
< v	Print Name: NINA LANCI
	Title: Resident

Page 4 of 4

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



COMMUNITY PARENT CENTER Brookside School Room 31 1260 Meadowbrook Road North Merrick, New York 11566 Phone-516-771-9346—Fax 516-771-9356 E-mail cpc1260@hotmail.com

ADVISORY BOARD OF DIRECTORS

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of June 16 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 the County Traffic Safety, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) the COMMUNITY PARENT CENTER, a New York State, not-for-profit Corporation, having its principal office at the Brookside School, 1260 Meadowbrook Road, North Merrick, NY, 11566 (the "Contractor").

WITNESSETH:

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2017 and terminate on December 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement include the conduct of a teen (middle/high school/college) driving program for students and their parents entitled "Driving in the Safe Lane." Evening workshops that address the risk factors associated with crashes, injuries and fatalities are held throughout Nassau County. Information on driver licensing, parental guidelines, and legal issues surrounding alcohol use for drivers under the age of twenty-one is included in presentations.
- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000.00)** payable as described in the attached program budget referred to as "Appendix A" and made part hereof.
- (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

- (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event

- that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the information so that the Contractor may take such action as it deems appropriate.
- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation.</u> (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified

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

- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance.</u> (a) <u>Types and Amounts.</u> The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery; Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. <u>Assignment: Amendment: Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and

any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (\underline{A}) final payment under or the termination of this Agreement, and (\underline{B}) the accrual of the cause of action, and (\underline{i}) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance 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.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Entire Agreement</u>. 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.

If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

- 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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By:_			ordinland observations and many	******	***************************************	
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T	itle:	Deputy (County I	Executi	ve	

PLEASE EXECUTE IN <u>BLUE</u> INK

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On the	day of	in the year 20	01 before me personally cam eing by me duly sworn, did	0
depose and say t Deputy County E: and which execut	hat he or she re xecutive of the ed the above in	esides in the County of County of Nassau, the munic	; that he or she is ipal corporation described here signed his or her name thereto	a in

NOTARY PUBLIC

APPENDIX A

Community Parent Center January 1 – December 31, 2017

Demand Carriese	<u>Budget</u>	
Personal Services Director - 1000 Hours @ \$30 p/hr	\$30,000.00	
Project Manager - 600 Hours @ \$25 p/hr Clerical Assistant - 50 Hours @ \$10 p/hr	\$15,000.00 \$ 500.00	
Total Personal Services		\$45,500.00
Accounting Services; Utilities/telephone; Equipment maintenance contracts; Outreach/Advertising; Printing; Promotional Items; Postage; Web design/ Maintenance; Water for Programs; Supplies-Office and Program Resources & Program Equipment Community Educational Program Speakers/Consultants; Program Refreshments Professional Seminars/Memberships		
Total OTPS		\$ 4,000.00
Travel		•
Meetings; Programs/ Conferences; Mileage; Lodging; Meals; Parking; Tolls		\$ 500.00

\$50,000.00

Total Budget

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 MWBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public

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

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement,

major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- 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.
- 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 (I) 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.

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier of Licensed Insurance Agent of that Carr	312 S			
1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number Of Insured			
ASSOCIATION FOR THE COMM PARENT CENTER INC BROOKSIDE SCHOOL RM 31	(516) 771-9346			
1260 MEADOWBROOK RD N MERRICK, NY 11566	1c. NYS Unemployment Insurance Employer Registration			
Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)	Number of Insured Id. Federal Employer Identification Number of Insured or Social Security Number			
	11-0275007			
Name and Address of the Entity Requesting Proof Of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier			
Nassau County	WESCO INSURANCE COMPANY			
1550 Franklin Avenue Mineola, NY 11501	3b. Policy Number of entity listed in box "la.":			
	0976178			
	3c. Policy effective period:			
	3/27/2017 to 12/31/2018			
a. All of the employer's employees eligible under the New York Disability Benefits Law b. Only the following class or classes of the employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.				
Date Signed 3/27/2017 By Kathlan Sha				
(Signature of insurance carrier's nuthorized representative or NYS Licensed in	surance Agent of that insurance carrier)			
Telephone Number 800-535-2711 Title Vice Preside	nt			
IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.				
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)				
State of New York Workers' Compensation Board				
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.				
Date Signed By	nagados com secundo e e e e e e e e e e e e e e e e e e e			
(Signature of NYS Workers' Compensation Board Employee)				
Telephone Number Title				

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (9-15)

Client#: 7739821

COMPAR5

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER **CBS Coverage** PHONE (AJC, No, Ext); 516 938-9000 FAX (A/C, No): 5169387511 a division of Assured SKCG Inc E-MAIL ADDRESS: 111 Express Street NAIC# INSURER(S) AFFORDING COVERAGE Plainview, NY 11803 INSURER A : Philadelphia Insurance Companie INSURED INSURER 0: Community Parent Center, Inc. INSURER C: Brookside School, Room 31 INSURER D 1260 Meadow Brook Road **INSURER E** North Merrick, NY 11566 Insurer F **REVISION NUMBER:** COVERAGES CERTIFICATE 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. ADDUSUAR INSR WYD POLICY EFF POLICY EXP [MM/DD/YYYY) (MM/DD/YYYY) NSR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 04/02/2017 04/02/2018 EACH OCCURRENCE s1,000,000 PHPK1614741 Х Х A DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 CLAIMS-MADE X OCCUR \$5,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADVINJURY \$3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER PROJECT PRODUCTS - COMP/OP AGG \$3,000,000 Loc POLICY OTHER: MONEO SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO GENWO LIA SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) S HIRED AUTOS UMBRELLA LIAG EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ... E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERALEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ PHPK1614741 04/02/2017 04/02/2018 \$1,000,000 occur **Professional Liab** Α \$3,000,000 aggr DESCRIPTION OF OPERATIONS / LOCATIONS / YEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Nassau County THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1550 Franklin Ave Mineola, NY 11501 AUTHORIZED REPRESENTATIVE A Contract Contract

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAA 110275007
ASSOCIATION FOR THE COMMUNITY
PARENT CENTER INC
1260 MEADOWBROOK ROAD ROOM 31
NORTH MERRICK NY 11566



Scan to Validate

POLICYHOLDER

ASSOCIATION FOR THE COMMUNITY PARENT CENTER INC 1260 MEADOWBROOK ROAD ROOM 31 NORTH MERRICK NY 11566 CERTIFICATE HOLDER

NASSAU COUNTY 1550 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER H1353 759-2 CERTIFICATE NUMBER 358963 POLICY PERIOD 04/01/2010 TO 04/01/2018 DATE 3/27/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1353 759-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING