



E-49-18

NIFS ID:CLIT18000002

Department: Information Technology

Capital:

SERVICE: Software Maintenance

Contract ID #:CNTEGST37111

NIFS Entry Date: 07-FEB-18

Term: from 01-APR-18 to 31-MAR-19

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

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

Vendor Info:	
Name: Quest Computer products	Vendor ID#: 561853189-01
Address: 213 Oonoga Way Loudon, TN 37774	Contact Person: Peter Inglis
	Phone: 919-260-1972

Department:
Contact Name: Nancy Stanton ****Please return final, sealed copy to Vandana Manucha***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-4311

RECEIVED
WESTCHESTER COUNTY
CLERK OF COUNTY CLERK
2018 APR 17 A 11:01

Routing Slip

Department	NIFS Entry: X	07-FEB-18 -- VMANUCHA
Department	NIFS Approval: X	14-MAR-18 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-MAR-18 -- MWORSHAM
OMB	NIFS Approval: X	14-MAR-18 -- JNOGID
County Atty.	Insurance Verification: X	14-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	14-MAR-18 -- DGRIPPO
Dep. CE	Approval: X	12-APR-18 -- HWILLIAMS

Leg. Affairs	Approval/Review: X	23-MAR-18 -- JSCHANTZ
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: One year maintenance renewal 04/01/17-03/31/2019. Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency
Method of Procurement: see attached executive order and department head Justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and now being extended further until March 31, 2017. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the Contractor, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 4/1/2018-3/31/2019 = \$98,073.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1400	Revenue		20	ITGEN1400/DE5A5	\$ 98,073.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 98,073.00			\$ 0.00
Object:	DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 98,073.00		TOTAL	\$ 98,073.00
RENEWAL						
% Increase						
% Decrease						

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Quest Computer products

2. Dollar amount requiring NIFA approval: \$98073

Amount to be encumbered: \$98073

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 4/1/2018 to 3/31/2019

Has work or services on this contract commenced? Y ____

If yes, please explain: Ongoing Maintenance of the Traffic Court System

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

One year maintenance renewal 04/01/2018-03/31/2019. Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

MWORSHAM

15-MAR-18

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: _____.

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

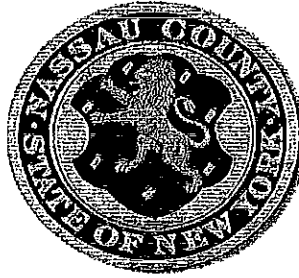
RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. (“Quest”) for enhancements and modification services for the Traffic & Parking Violations Agency’s CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

George Maragos
Comptroller



CLIT18000002

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: Quest Computer Products

CONTRACTOR ADDRESS: 213 Oonoga Way, Loudon, TN 37774

FEDERAL TAX ID #: 561853189-01

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

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

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

☐ The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. {X} This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

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

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

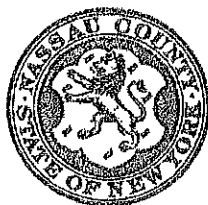

Department Head Signature

2/7/18
Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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: 1/31/18

Vendor: Quest Computer Products, Inc

Signed: Peter L. Inquis

Print Name: Peter L. Inquis

Title: President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

None

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

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

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

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

Dated: 1/31/18

Signed: Peter L. Ingalls

Print Name: Peter L. Ingalls

Title: President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Peter L. Inglis
Date of birth 4/19/1947
Home address 213 Oaroga Way
City/state/zip London TN 37774
Business address 213 Oaroga Way
City/state/zip London TN 37774
Telephone 919-260-1972
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 10/1/1984 Treasurer 10/1/1984
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. Owner of Quest Computer Products Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒
If Yes, provide details.

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

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

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

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

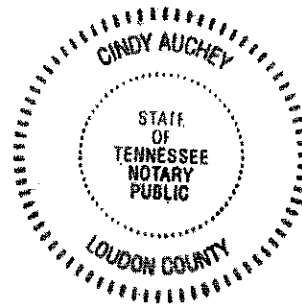
CERTIFICATION

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

I, PETER INGLIS, 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 15th day of March 2018

Cindy Auchey
Notary Public 10-11-2020



Quest Computer Products, Inc
Name of submitting business

PETER INGLIS
Print name

Pete Inglis
Signature

President
Title

3, 15, 18
Date

Business History Form

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

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

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

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

Date: 1/31/18

1) Proposer's Legal Name: Quest Computer Products, Inc

2) Address of Place of Business: 213 Oonoga Way

List all other business addresses used within last five years:

807 Westbourne Grove Ct., COLFAX NC 27235

3) Mailing Address (if different): _____

Phone: 336-833-3260

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 56-1853189

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

IF A QUESTION OF A CONFLICT OF INTEREST ARISES, THE COUNTY ATTORNEY'S OFFICE WILL BE CONTACTED FOR A DETERMINATION.

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

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

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

- B. Indicate number of years in business. 34

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *No Additional Information.*
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work. *see attached*

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Quest Computer Products, Inc.

- I Founded October 1, 1984 as a Subchapter S Corporation. In business for 34 years.
- II Wholly owned by Peter L. Inglis who is the sole executive.
- III Peter Inglis, the only officer, resides at 213 Oonoga Way, Loudon TN 37774.
- IV State of Incorporation is North Carolina.
- V There is 1 employee.
- VI Annual Revenue of approximately \$240,000.
- VII Quest Computer Products has offered software products to the municipal government market place for 33 years. Packages sold and supported are:
 - CompuCourt (Municipal Court Management)
 - ProTax (Property Tax Management)
 - Members Only Software (Recreation)
 - FirePro (Fire Departments)
 - Parking Permits Software
- VII CompuCourt was installed at the Nassau County Traffic and Parking Violations Agency in 1995 and has been in continuous operation for 23 years. Quest has supported this software since installation.
- VIII No state or local license is required to operate.

Quest Computer Products, Inc. References

Evette Sanchez
Court Clerk
Freeport Village Court
40 N. Ocean Avenue
Freeport, NY 11520
516-377-2197
esanchez@freeportny.gov

Cheryl Cruthers
Court Clerk
Village of Farmingdale
361 Main Street
Farmingdale, NY 11735
516-293-2292
ccruthers@farmingdalevillage.com

Pattianne Guccione
Court Clerk
Village of Great Neck Plaza, Inc.
PO Box 440
Great Neck, NY 11022
516-482-4500
dirosap@greatneckplaza.net

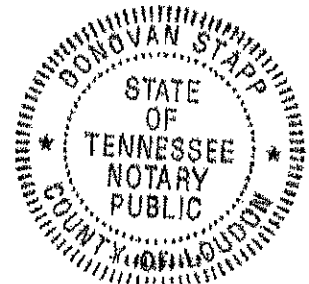
CERTIFICATION

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

I, Peter L. Inglis, 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 7 day of March 2018

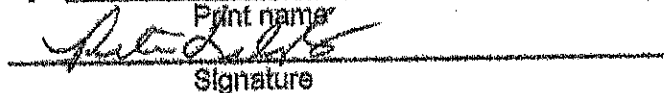

Notary Public



Name of submitting business Quest Computer Products, Inc

By: PETER L. INGLIS

Print name


Signature

President

Title

3, 7, 2018
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Quest Computer Products, Inc.

Address: 213 Oonoga Way

City, State and Zip Code: Loudon, TN 37774

2. Entity's Vendor Identification Number: 56-1853189

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Peter Inglis

213 Oonoga Way

Loudon, TN 37774

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.

Peter Inglis

213 Oonoga Way

Loudon, TN 37774

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

None

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

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

None

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

None

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

None

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

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

Dated:

11/30/18

Signed:

Peter L. Ingulli

Print Name:

Peter L. Ingulli

Title:

President

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

Amendment #15

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 213 Oonoga Way, Loudon, TN 37774 (the "Contractor").

WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended hereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013, May 9, 2014, June 4, 2015, May 19, 2016, and May 19, 2017 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2018 (the "Original Term"); and

WHEREAS, ComputCourt License agreement #C-34861 dated November 1, 1994 requires the County to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Contractor desire to renew and extend the Original Agreement in accordance with the terms and conditions set forth herein; and

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

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

1. Term Renewal. The Original Term shall be renewed for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2019. Notwithstanding the foregoing, the County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
2. Payment. (a) Maximum Amount. The Maximum Amount to be paid under this Amendment is Ninety-Eight Thousand, Seventy-Three Dollars (\$98,073.00), and it shall be payable in accordance with the fee schedule set forth in Exhibit A.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

PG 102A

By: Peter L. Inglis

Name: PETER L. INGLIS

Title: President

Date: 1/31/18

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF TENNESSEE)

) ss.:

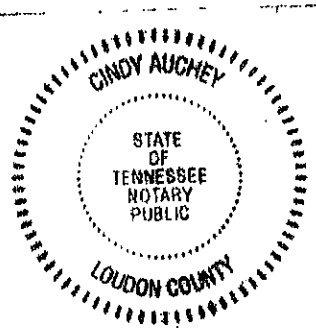
COUNTY OF LOUDON)

pg 2 of 2A

On the 31st day of January in the year 2018 before me personally came Peter L. Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Loudon; that he or she is the owner of Quest Computer Products Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Cindy Auchey
My Commission Expires
October 11, 2020



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Exhibit A

**Quest Computer Products
TPVA CompuCourt Maintenance Fee Schedule
April 1, 2018- March 31, 2019**

<u>Period of Service</u>	<u>Cost of Service</u>
April 1, 2018 through March 31, 2019	\$98,073.00

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

January 7th, 2018

Resolutive Order

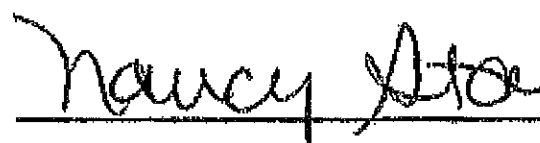
Intelligent Computer Products, Inc

County Court System Software Maintenance Contract

Agreement C-37111

The County Court System used in support of the Nassau County Transportation Agency (NC-TPVA), requires software maintenance service. The computer system software is critical to the tracking, adjudication and fine marking tickets issued by Nassau County and several local municipalities. The repeated and significant use of the maintenance agreement in the revenue stream is very dependent on the service.

If NC-TPVA fine collection revenues would be stopped and/or lost during downtime. The cost of a system repair, when no service contract is in place at the time of the annual contract renewal, Vendor response to service request on an ad-hoc basis may result in extended downtime.



Nancy Stanton
Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2018

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

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

PRODUCER Carriage Hill Insurance 840 Highway 321 N. Lenoir City TN 37771	CONTACT NAME: Bob Elliott	PHONE (A/C, No, Ext): (865) 988-3777	FAX (A/C, No): (865) 988-0101
	E-MAIL ADDRESS: bob@carriagehillinsurance.com		
INSURED Quest Computer Products Inc. 213 Conoga Way Loudon, Tn 37774	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL183815712

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		680-7K272957-18-42	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Deductible \$ 500
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau State of New York 1 West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, (hereinafter referred to as "USER DEPARTMENT") and QUEST COMPUTER PRODUCTS, INC., having an office at 1611 Claymore Road, Chapel Hill, NC. (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, COUNTY and DATA PROCESSING are desirous of obtaining professional data processing and related engineering services as required for COUNTY; and

WHEREAS, CONTRACTOR maintains that it is fully qualified to perform such services as may be required by COUNTY; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. COUNTY hires and retains CONTRACTOR to furnish professional data processing and related engineering services, as described herein, specifically; software support and maintenance service for the software product "CompuCourt" (SOFTWARE), installed for and used by the Nassau County Traffic and Parking Violations Agency (USER AGENCY).
2. The contracted service is to be in effect for the period beginning April 1, 1996 through March 31, 1997.
3. The contracted service is provided by CONTRACTOR at the rate of Six Hundred Thirty-Four Dollars (\$634.00) per licensed concurrent user. The SOFTWARE license agreement is presently in effect for thirty-seven (37) concurrent users. The total charge for the contracted period of performance is Twenty-Three Thousand Four Hundred and Fifty-Eight Dollars (\$23,458.00).

purchasing procedures and terms defined by this Agreement.

5. This Agreement is renewable annually. The renewal rate may increase by no more than five percent (5%) of the previous rate. The COUNTY is under no obligation to renew the Agreement. The COUNTY is required to notify CONTRACTOR, in writing, prior to the annual renewal date if the Agreement is not to be renewed.

6. Service requested by COUNTY during a period when this Agreement is NOT in effect will be billed by CONTRACTOR at CONTRACTOR's prevailing hourly service rate. COUNTY will also be billed for CONTRACTOR's travel time which will be billed at one-half the CONTRACTOR's service rate.

7. This Agreement requires COUNTY to provide and have available, a dial-in phone line and modem connected to the supported system to be usable by CONTRACTOR for remote support service.

8. This Agreement provides for the service necessary to insure the reliable operation of the SOFTWARE product purchased from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement. The development and installation of new functions or enhancements to existing software must be contracted separately and may result in additional support charges. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance of update installation.

9. CONTRACTOR must maintain SOFTWARE, as a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release.

10. This Agreement does not include service for problems which are traceable to COUNTY modifications or COUNTY's failure to follow proper documented procedures.

11. CONTRACTOR agrees that it will at all times indemnify, defend, and hold COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission on the part of the CONTRACTOR with respect to this Agreement and any of the terms thereof

and all liability arising from any act of omission or commission on the part of the COUNTY with respect to this Agreement and any of the terms thereof.

13. CONTRACTOR warrants that it is not in arrears to COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety contractor or otherwise.

14. CONTRACTOR agrees to pay COUNTY a \$100 administrative service charge for the processing of this Agreement pursuant to County Ordinance No.

74-1979. Said sum shall be due and payable upon CONTRACTOR's signing of said Agreement.

15. Performance under any contract may be terminated by NASSAU COUNTY whenever the CONTRACTOR shall default in the performance of this contract, and shall fail to correct such default within 48 hours after receipt of Notice of Default. Termination may be effected by delivery to the CONTRACTOR of a Notice to Terminate, stating the date upon which the termination becomes effective. Upon receipt of the Notice to Terminate, the CONTRACTOR shall stop all work.

16. The CONTRACTOR agrees that in the performance of the services hereunder he will comply with any and all applicable state and local laws, and that this Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-discrimination Order of Nassau County.

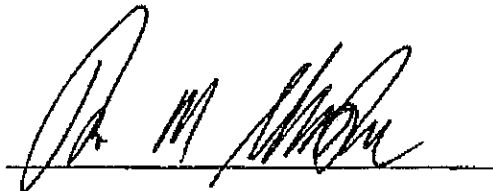
17. CONTRACTOR's obligations under this Agreement are in lieu of all warranties expressed or implied. Neither CONTRACTOR nor COUNTY will be liable under contract, for incidental, special, indirect, or consequential damages, loss of profits or income, or loss of use of other benefits arising out of or in connection with this Agreement or the services performed hereunder.

18. Changes to this Agreement may only be performed in writing, and must be signed by both CONTRACTOR and COUNTY.

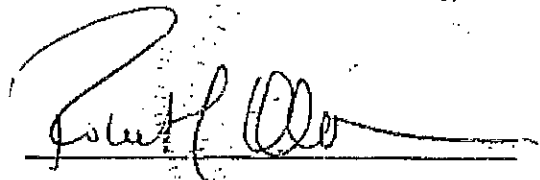
executed this Agreement the 11th day of July, 1996.

APPROVED:

COUNTY OF NASSAU



Department of General Services

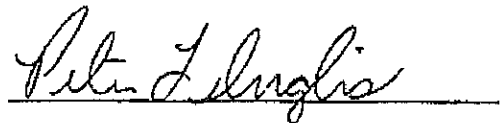


Deputy County Executive

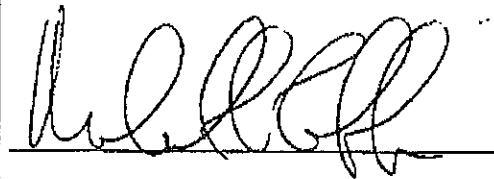
APPROVED:

QUEST COMPUTER PRODUCTS, INC.

County Comptroller



APPROVED AS TO FORM:



Deputy County Attorney

me personally appeared THOMAS S. GULOTTA, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On this 11th day of July 1996, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4861699
Qualified in Nassau County
Commission Expires June 30, 1997

Notary Public

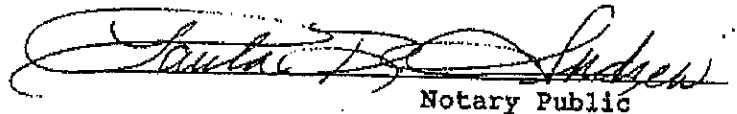
North Carolina

(STATE OF NEW YORK)

Orange)ss:

COUNTY OF NASSAU)

On this 18th day of June 1996, before me personally came Peter L. Inglis to me known, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore Road Chapel Hill, NC 27516 and that he/she is the president of Quest Computer Products, Inc. the corporation described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors.


Notary Public

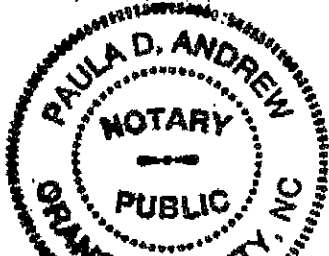
North Carolina

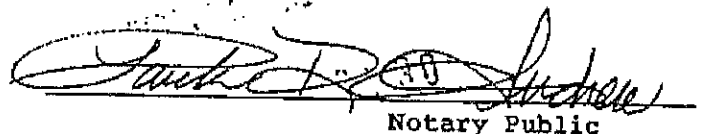
STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU) Orange

On this 18th day of June 1996, before me personally came Peter L. Inglis to me known to be the person described in and who executed the same.




Notary Public

Notary Public, Orange County, North Carolina
My Commission Expires July 12, 1998

DATE OF ADVISEMENT			FUND (3)			CONTRACT ID											
MO (2)	DY (2)	YR (2)				TRANSACTION CODE			PERPETUAL TRANSACTION CODE			DEPT (2)		CONTRACT NUMBER (6)			
04	11	97	GEN			ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPFM	CANCEL <input type="checkbox"/> CPEX	GS		P 37111			
						ACTION (2)			NUMBER (9)			ADDR. CODE (2)			YEAR-END ADJUSTMENT PERIOD YR (2) MO (2)		
VENDOR INFO.			ID: <u>VF 112717177</u>														
			Name: (30) <u>QUEST COMPUTER PRODUCTS, INC.</u>														
			Address: (30) <u>1611 Claymore Road</u>														
			(30) <u>Chapel Hill, NC 27516</u>														
LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		LINE AMOUNT		
						COUNTY (4)	DEPT. (4)	TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F				
1	GS	2100		5A5											+	\$24,630 00	
2																	
3																	
4																	
DOCUMENT DESCRIPTION: (30) <u>Software Maint. 4/1/97-3/31/98</u>																	
COMMENTS																	
<u>Peter Inglis - Company Representative</u>																	
<u>(919) 967-2668</u>																	
<u>(For "Compu Court" software)</u>																	
<u>See attached invoice - annual maintenance renewal</u>																	
<u>(for N.C. Traffic + Parking Violations Agency)</u>																	
<u>See Page</u>																	
DEPARTMENT - PREPARED BY:						COMPTROLLER'S OFFICE CERTIFICATION:						CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:			
NAME <u>Ginny Mandato</u>						I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.						I certify that this document was accepted into NUMIS.					
DATE <u>04/11/97</u>																	
PHONE <u>571-3086</u>						CONTRACT NUMBER						NAME <u>L. Salinas</u>		PAGE 1 OF 1			
DEPARTMENT - APPROVED BY:						<u>P 37111</u>											
NAME <u>Commissioner</u>						NAME <u>Nicholas J. Inglis</u>						DATE <u>4/28/97</u>					
TITLE <u>4-11-97</u>						TITLE <u>CONFIDENTIAL ASST TO THE DEPUTY COMPTROLLER</u>											
DATE						DATE						DATE					

DATE OF ADVISEMENT			FUND (3)			CONTRACT ID													
MO (2)	DY (2)	YR (2)				TRANSACTION CODE					PERPETUAL TRANSACTION CODE					DEPT (2)		CONTRACT NUMBER (6)	
04	11	97	GEN			ENTER	MODIFY	CANCEL	ENTER	MODIFY	CANCEL			GS		P 37111			
						<input checked="" type="checkbox"/> CNTE	<input type="checkbox"/> CNTM	<input type="checkbox"/> CNTX	<input type="checkbox"/> CPEE	<input type="checkbox"/> CPEM	<input type="checkbox"/> CPEX								

VENDOR INFO.	ACTION (2)	NUMBER (3)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
	ID: <u>VF 1 / 2717177</u>			YR (2)
	Name: (30) <u>QUEST COMPUTER PRODUCTS, INC.</u>			MO (2)
	Address: (30) <u>1611 Claymore Road</u> (30) <u>Chapel Hill, NC 27516</u>			

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB. OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/FINAL IND.		+	-	LINE AMOUNT				
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F							
1	GS	2100		5A5													\$24,630	00			
2																					
3																					
4																					
DOCUMENT DESCRIPTION: (30) <u>Software Maint. 4/1/97-3/31/98</u>																TOTAL AMOUNT		+		\$24,630	00

COMMENTS	
Peter Inglis - Company Representative (919) 967-2668 (for "Compu Court" software) See attached invoice - annual maintenance renewal (for N.C. Traffic + Parking Violations Agency)	

DEPARTMENT - PREPARED BY: <u>Ginny Mandato</u> NAME <u>04/11/97</u> DATE <u>571-3086</u> PHONE	COMPTROLLER'S OFFICE CERTIFICATION: I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. CONTRACT NUMBER <u>P 37111</u>	CERTIFICATE OF ACCEPTANCE INTO NUMIS I certify that this document was accepted into NUMIS.	CHECK IF THIS DOCUMENT IS CONTINUED: <input type="checkbox"/>
DEPARTMENT - APPROVED BY: <u>[Signature]</u> NAME <u>Commissioner</u> TITLE <u>4-11-97</u> DATE	<u>[Signature]</u> NAME <u>CONFIDENTIAL ASST TO THE DEPUTY COMPTROLLER</u> TITLE <u>4/30/97</u> DATE	<u>[Signature]</u> NAME <u>4/28/97</u> DATE	PAGE <u>1 OF 1</u>

QUEST COMPUTER PRODUCTS, INC.
1611 CLAYMORE ROAD
CHAPEL HILL, NC 27516
(919) 967-2668

INVOICE #

02-03-97 510

BILL TO:

Nassau County Traffic & Parking Violations Agency
16 Cooper St. West
Hempstead, NY 11550

PROJECT

30 Days

AMOUNT

24,630.00

(\$23,458 + 5% increase)

TOTAL \$24,630.00

DATE OF ADVISEMENT			FUND (3) GEN	CONTRACT ID										DEPT (2) GS	CONTRACT NUMBER (6) R 37111
MO (2)	DAY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE								
04	01	98		ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX						
VENDOR INFO.			ACTION (2)		NUMBER (9)		ADDR. CODE (2)				YEAR-END ADJUSTMENT PERIOD YR (2) MO (2)				
			ID: VF 112717177												
			Name: (30) QUEST COMPUTER PRODUCTS, INC.												
			Address: (30) 1611 Claymore Road												
						Chapel Hill, NC 27516									

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		+	-	LINE AMOUNT		
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F					
1	GS	2100		5A5														\$25,861 00	
2																			
3																			
4																			
DOCUMENT DESCRIPTION: (30) Software Maint. Renew: 4/1/98 - 3/31/99																TOTAL AMOUNT		+	\$25,861 00
COMMENTS																			
Renewal of CompuCourt Software Maintenance																			
Company Representative: Peter Inglis (919) 644-6593																			
(for NC Traffic & Parking Violations Agency)																			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> $(\\$24,630 + 5\%) \checkmark$ </div> <div style="text-align: right;"> </div> </div>																			
CLAIM # G20255																			
Us 4/2/98																			

DEPARTMENT - PREPARED BY: GINNY MANDATO NAME 03/30/98 DATE 571-3086 PHONE DEPARTMENT - APPROVED BY: NAME Commissioner TITLE 3-31-98 DATE	COMPTROLLER'S OFFICE CERTIFICATION: I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. CONTRACT NUMBER R 37111 NAME CONFIDENTIAL ASST TO THE DEPUTY COMPTROLLER TITLE 4/23/98 DATE	CERTIFICATE OF ACCEPTANCE INTO NUMIS I certify that this document was accepted into NUMIS. NAME 4/23/98 DATE CHECK IF THIS DOCUMENT IS CONTINUED: <input type="checkbox"/> PAGE 1 OF 1
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**Quest Computer
Products, Inc.**

1611 Claymore Road
Chapel Hill, North Carolina 27516
919-644-6593 Fax 919-644-6690

INVOICE NO: 1040
DATE: March 30, 1998

To:

County of Nassau
Department of Data Processing
1550 Franklin Avenue
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
		Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement for period 04/01/1998 - 03/31/1999 (\$24,630.00 + 5% increase)		\$ 25,861.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
		SUBTOTAL	\$ 25,861.00
		SALES TAX	
		TOTAL DUE	\$ 25,861.00

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

Fund, Department, Control Center:

GEN GS 2100

Name of Contract:

Quest Computer Products, Inc. - Contract #P-37111

Purpose of Contract:

Software maintenance service for software product CompuCourt which is used at Traffic & Parking Violations Agency.

What happens if Federal and/or State Funding stops or is reduced during the term of this contract:

What are the consequences if this Request is not approved:

Traffic & Parking Violations Agency fine collection revenues would be slowed down and/or lost during periods of system downtime. The cost of a single system repair, when no service contract is in place, can exceed the cost of the annual contract renewal.

Approved: _____

Department Head

Budget Office Review

Reviewed by: _____

Budget Examiner

Reviewed by: _____

Director

MO (2)	DY (2)	YR (2)	(3)	CONTRACT ID											
03	05	99	GEN	TRANSACTION CODE						PERPETUAL TRANSACTION CODE				DEPT (2)	CONTRACT NUMBER (6)
				ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX		ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX		GS	T. 37111		
VENDOR INFO.				ACTION (2)	NUMBER (9)	ADDR. CODE (2)				YEAR-END ADJUSTMENT PERIOD					
				ID: VF	112717177					YR (2)	MO (2)				
				Name: (30) QUEST COMPUTER PRODUCTS, INC.											
				Address: (30) 1611 Claymore Road											
				(30) Chapel Hill, NC 27516											

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		+	LINE AMOUNT	
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F			
1	GS	2100		5A5											+	\$31,954	00
2																	
3																	
4																	

DOCUMENT DESCRIPTION: (30) Softw.Main. 4/1/99-3/31/00 TOTAL AMOUNT + \$31,954 00

COMMENTS

Amending software maintenance agreement.

Company Representative: Peter Inglis (919) 644-6593

99000451 - 31954⁰⁰

(also Nassau County Traffic & Parking Violations Agency)

6100

Maint fee for:
 ① 27,154 - Compu Count
 ② \$ 4,800 - Enhancements

DEPARTMENT -- PREPARED BY:		COMPTROLLER'S OFFICE CERTIFICATION:		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:	
GINNY MANDATO		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.		<input type="checkbox"/>	
AME		CONTRACT NUMBER					
3/5/99		T 37111					
ATE		NAME		NAME			
571-3086		County Controller		L. Soliman			
NONE		TITLE		DATE		PAGE	
DEPARTMENT APPROVED BY:		4/16/99		4/15/99		1 OF 1	
Commissioner							
TITLE		DATE		DATE			
3-8-99							
ATE							

THIS AMENDMENT TO AN AGREEMENT made the 30 day of March, 1999, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 is amended and extended as follows:

A. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

8. This Agreement provides for the service necessary to insure the reliable operation of the software product "CompuCourt" purchased

by COUNTY from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement.

Development and installation of new functions or enhancements to the existing software must be contracted separately and will result in an annual maintenance cost increase, to COUNTY, equal to 10% (ten percent) of the contracted price of the function(s) or enhancement. The added cost for maintenance is in addition to the allowable renewal rate increase described in Paragraph 5. The cost increase for maintenance of the added enhancement may be billed to COUNTY at the annual Agreement renewal date that follows the implementation of the contracted enhancement. This Agreement also allows CONTRACTOR to install non-contracted updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY administrators must be notified in advance, and agree to the installation of the non-contracted update.

B. Paragraph 3a is added to Paragraph 3 and made a part of

3a. It is hereby agreed that the annual cost of maintenance under this Agreement will be increased by \$4800.00 for product enhancements, requested by COUNTY (see attached Exhibit A Agreement C-38130 and Exhibits B and C).

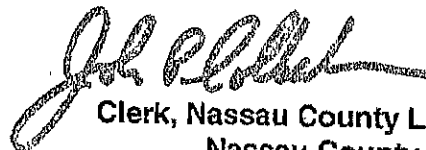
2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has

State of New York }
County of Nassau } SS.:

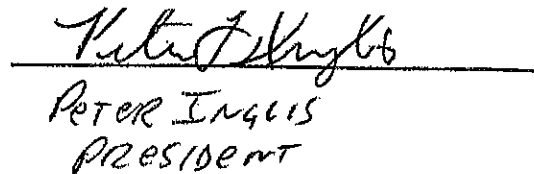
I, John P. Colbert, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS INC. on behalf of the N.C. Dept. of General Services on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 21st day of June 1999


Clerk, Nassau County Legislature
Nassau County, N.Y.

LE-3854 Rev.6/98.


DEPUTY COUNTY ATTORNEY 4/8/99


PETER INGLIS
PRESIDENT

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 18 day of June, 1999.

APPROVED:

COUNTY OF NASSAU

3-23-99

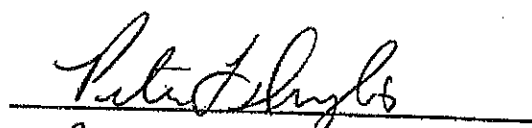

DEPARTMENT OF GENERAL SERVICES


DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.


DEPUTY COUNTY ATTORNEY 4/8/99


PETER INGLIS
PRESIDENT

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

On this _____ day of _____, 1999, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned

NOTARY PUBLIC

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

On this 18 day of June, 1999, before me personally appeared Cheryl Petri, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires June 30, 1999
North Carolina

[Signature]
NOTARY PUBLIC

STATE OF ~~NEW YORK~~
COUNTY OF ~~NASSAU~~) *Orange*

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires June 30, 1999

On this 30 day of March, 1999, before me personally came Peter Inglis to me known, who being by me duly sworn, did depose and say: That he resides at *Wet Claym* and that he is the *President* of *Quest Computer Products* the corporation described in and which executed the above agreement; and that he signed his name thereto by order of its Board of Directors. *Chapel Hill NC 27514*

My commission expires October 15, 2002

Ashleigh Clark Sumlin
NOTARY PUBLIC

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

On this _____ day of _____, 1999, before me personally came _____ to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID CLGS00000011									
MO (2)	DY (2)	YH (2)		TRANSACTION CODE				PERPETUAL TRANSACTION CODE				DEPT (2)	CONTRACT NUMBER (6)
04	24	00	GEN	ENTER <input type="checkbox"/> CATE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX	GS	T37111		

VENDOR INFO.	ACTION (2)	NUMBER (6)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
	ID: VF	11271717701	01	YR (2) MO (2)
	Name: (30)	QUEST COMPUTER PRODUCTS, INC.		
	Address: (30)	1611 Claymore Road Chapel Hill, NC 27516		

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB. OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F	
1	GS	2100		5A5											+ \$56,551.00
2															
3															
4															

DOCUMENT DESCRIPTION: (30) Software Maintenance 4-1-00 - 3-31-01 TOTAL AMOUNT + \$56,551.00

Comments: "Compu Court"

Amending Software Agreement extending it thru 3/31/03.

Renewing it annually. soft. maintenance 4/1/00-3/31/01 \$41,551.00
 4/1/01-3/31/02 \$47,028.55
 4/1/02-3/31/03 \$50,009.98

Company Rep. - Peter Inglis

(919) 644-6593 consulting svc: \$15,000.00 max. per yr.

APPROVED BY: *[Signature]*

BUDGET OFFICE

DEPARTMENT - PREPARED BY: GINNY MANDATO NAME DATE 4-24-00 PHONE 571-3086 DEPARTMENT APPROVED BY: <i>[Signature]</i> NAME TITLE COMMISSIONER DATE 04-24-00	COMPTROLLER'S OFFICE CERTIFICATION: I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. CONTRACT NUMBER CLGS00000011 AS PER CHARTER FOR INSURANCE PURPOSES NAME TITLE County Comptroller DATE 6/1/00	CERTIFICATE OF ACCEPTANCE INTO NUMIS I certify that this document was accepted into NUMIS. NAME DATE 6/1/00	CHECK IF THIS DOCUMENT IS CONTINUED: <input type="checkbox"/> PAGE 1 OF 1
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THIS AMENDMENT TO AGREEMENT #C-37111 made the 5th day of May 2000, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 and amended March 30, 1999 is hereby amended and extended as follows:

A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:

2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2003. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:

3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

<u>Period of service</u>	<u>Cost of service:</u>
April 1, 2000 through March 31, 2001	\$41,551.00
April 1, 2001 through March 31, 2002	\$47,628.55
April 1, 2002 through March 31, 2003	\$50,009.98

Payment for years 2 and 3 of the contract is contingent upon encumbrance of funds by County Comptroller and approval by the Nassau County Legislature.

C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

6. **Consulting Service** - Service requested by COUNTY that is not "maintenance" under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of **\$150.00 per hour**. COUNTY may also be billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed **\$15,000.00 per annual maintenance period (April 1 to March 31)**. Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Claim Voucher.

D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRACTOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.

2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and amended on March 30, 1999, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement

State of New York }
County of Nassau } ss.:

I, Rocco A. Iannarelli, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS on behalf of the N.C. Dept. of General Services

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 9th day of August 2000

Rocco A. Iannarelli
Clerk, Nassau County Legislature
Nassau County, N.Y.

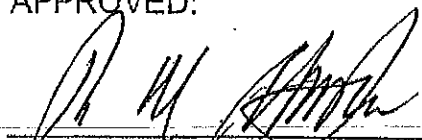
LE-9854. Rev. 1/00

Robert G. Goff
DEPUTY COUNTY ATTORNEY

Peter Inglis
PETER INGLIS, PRESIDENT

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the 8th day of August, 2000.

APPROVED:

 5-10-00
DEPARTMENT OF GENERAL SERVICES

COUNTY OF NASSAU


DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

 5/11/00
DEPUTY COUNTY ATTORNEY

QUEST COMPUTER PRODUCTS, INC.


PETER INGLIS, PRESIDENT

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

On this 8th day of August, 2000, before me personally appeared Curtis E. Fisher Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

[Signature]
NOTARY PUBLIC

J. LEONARD SHANANSKY
Notary Public, State of New York
No. 31-3438350
Qualified in Nassau County
Commission Expires 02-30-2001

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

On this _____ day of _____, 2000, before me personally appeared Judy Schwartz, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF North Carolina
COUNTY OF Orange) ss.:

On this 5 day of May, 2000, before me personally came Peter Inglis to me known, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore Rd Chapel Hill NC 27514 and that he/she is the President of the described in and which executed the above agreement; and that he/she signed his/her corporation name thereto by order of its Board of Directors.

[Signature]
NOTARY PUBLIC
CAswell Co. NC.
My Commission expires 05-02-2004

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

On this _____ day of _____, 2000, before me personally came _____ to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

COUNTY OF NASSAU

DEPARTMENT:

Department of General Services

DEPARTMENT REQUEST:

Quest Computer Products, Inc.
Agreement #C-37111

AGENCY:

Division of Data Processing

PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

Division of Data Processing, Mineola and
Nassau County Traffic & Parking Violations Agency, Hempstead



DEPARTMENT HEAD

E-59-03



Nassau County
Dept. of Information Technology

Contract Details / Routing Slip

Contract #: T-37111

Time Ext X

Addl. Funds X

NIFS Doc. #: CLIT03000012

Orig. Date _____

New X

Term 04/01/03 to 03/31/06

Amendment _____

Renewal _____

Fund Gen Control IT Resp 10 Object 5A5

Vendor Name: Quest Computer Products, Inc. Vendor ID: 112717177

Vendor Address: 1611 Claymore Road, Chapel Hill, NC 27516

SOURCE OF FUNDING

REVENUE \$ 67,510.48

% INCREASE _____

% DECREASE _____

EXECUTIVE ORDER #1

ATTACHED yes X no _____

COUNTY \$ _____

FEDERAL \$ _____

STATE \$ _____

OTHER \$ _____

CAPITAL \$ _____

TOTAL \$ 67,510.48

INSURANCE REQUIRED?

YES X NO _____

SECTION 32

ATTACHED yes _____ no X

IS THIS PROGRAM

MANDATED?

YES _____ NO X

RENEWAL

DATE REC'D	APPROVALS	DATE APP'D	SIGNATURE
5/12/03	Budget Office	5/14/03	[Signature]
	Deputy County Executive		
	Department Head	5/12/03	[Signature]
5/15/03	Insurance (if Required) (2 nd TIME)	5/15/03	[Signature] (9/12)
5/15/03	County Attorney	5/15/03	[Signature] (4/28)
	If Legislative approval required, see below.		
	Comptroller		
	County Executive Signature	6/10/03	[Signature]
5/27/03	App'vd for Submission Dir. Legislative Affairs	5/27/03	[Signature]
	Rules Approval Required	5/27	[Signature]
	Legislative Approval Required		

Legislative
Approval

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID						DEPT (2)	CONTRACT NUMBER (6)
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE				
03	27	03	GEN	ENTER <input checked="" type="checkbox"/> CTE	MODIFY <input checked="" type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX	GS	T-37111

VENDOR INFO.	ACRON (2)	NUMBER (9)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
	ID: 112717177			YR (2)
	Name: (30)	Quest Computer Products, Inc.		
	Address: (30)	1611 Claymore Road Chapel Hill, NC 27516		

LINE NO.	DEPT. AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/FINAL IND.		+	-	LINE AMOUNT	
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F				
5	IT	1000		5A5		GSTV10											67,510	48
2																		
3																		
4																		

DOCUMENT DESCRIPTION: (30)	Software Maintenance- 4-1-03-3-31-04	TOTAL AMOUNT	67,510	48
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COMMENTS	
Amending Software Agreement	
Extending it thru 3-31-06	
Renewing it annually: Software maintenance: 4-1-03-3-31-04 \$52,510.48 4-1-04-3-31-04 \$55,126.00 4-1-05-3-31-06 \$57,892.80	
Consulting services: \$15,000 max per year	
Company Representative:	
Peter Inglis (919) 644-6593	

DEPARTMENT PREPARED BY Malinda Stockwell		COMPTROLLER'S OFFICE CERTIFICATION		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED	
NAME 5-02-03		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.			
DATE 516-5712-6625		CONTRACT NUMBER CLIT03000012					
PHONE		DEPARTMENT APPROVED BY		NAME		PAGE	
				DEPUTY COUNTY COMPTROLLER		OF	
NAME		NAME		DATE 6/10/03			
TITLE		TITLE					
DATE		DATE JUN 10 2003		DATE			

THIS AMENDMENT TO AGREEMENT #C-37111 made the 9th day of April 2003, by and between the COUNTY OF NASSAU COUNTY, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF INFORMATION TECHNOLOGY (hereinafter referred to as "INFORMATION TECHNOLOGY") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc. having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 and May 5, 2000 for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, COUNTY and INFORMATION TECHNOLOGY are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 is hereby amended and extended as follows:
 - A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:
2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2006. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:

3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

<u>Period service</u>	<u>Cost service</u>
April 1, 2003 through March 31, 2004	\$52,510.48
April 1, 2004 through March 31, 2005	\$55,136.00
April 1, 2005 through March 31, 2006	\$57,892.80

C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

6. **Consulting Service** – Service requested by COUNTY that is not “maintenance” under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of **\$165.00 per hour**. COUNTY may also billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed ^{15,000.00 @} ~~\$1,500.00~~ **per annual maintenance period (April 1 to March 31)**. Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR's invoice and approved Claim Voucher.

D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

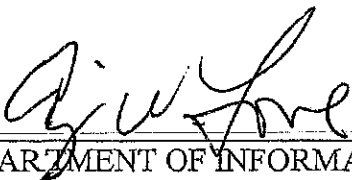
8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRATOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may ~~install updates and/or improvements to the software that will not adversely affect~~ performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.

2. Other than as hereinabove specially amended, the Agreement between the parties dated June 18, 1996, March 30, 1999, and May 5, 2000, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

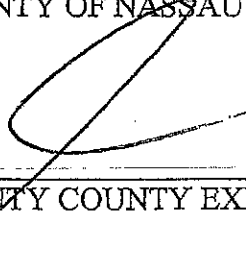
IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the ____ day of _____, 2003.

APPROVED:

COUNTY OF NASSAU



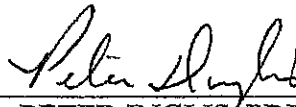
DEPARTMENT OF INFORMATION
TECHNOLOGY



DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.



DEPUTY COUNTY ATTORNEY

PETER INGLIS, PRESIDENT
Larson

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

On the 13th day of June in the year 2003 before me personally came Anthony Carcelleri to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC
ROBYN S. RACE
Notary Public, State of New York
No. 01RA5078976
Qualified in Nassau County
Commission Expires June 2, 2023

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

On the 9 day of April in the year 2003 before me personally came Peter Larson Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange N.C.; that he ~~or she~~ is the president of Quest Computer Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC
LYNN R. KEOUGH
NOTARY PUBLIC, State of New York
No. 04KE5050656
Qualified in Nassau County
Commission Expires October 16, 2005

Howard S. Weitzman
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.

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

II. () The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

[describe procurement method, i.e., RFP, three proposals evaluated, etc.]

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

() A. The contract has been awarded to the proposer offering the lowest cost proposal;

or:

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

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

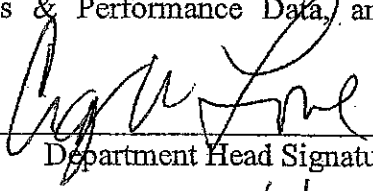
☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals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

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

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

VI. () This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

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.



Department Head Signature

6/10/03

Date

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

Inter-Departmental Memo

To: Robyn Race
Nassau County Contracts Office

From: Craig Love, Commissioner
Department of General Services

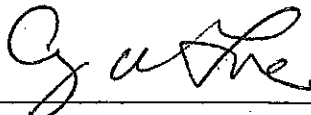
Date: March 27, 2003

Subject: **Exec Order #1**
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



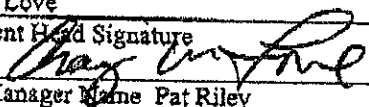
Craig Love
Commissioner



Nassau County

Dept. of Information Technology

Staff Summary

Subject Maintenance for CompuCourt (TPVA)
Department Information Technology/TPVA
Department Head Name Craig W. Love
Department Head Signature 
Project Manager Name Pat Riley
Phone Number 572-2654

Date March 28, 2003
Vendor Name Quest Communications, Inc.
Vendor ID# 112717177
Vendor Address 1611 Claymore Rd. Chapel Hill, NC 27516
Contract Number C-37111
NIFS Document Number CLIT03000012
Personal Services <input checked="" type="checkbox"/> Blanket Res. <input type="checkbox"/> Calendar <input type="checkbox"/>
Bid <input type="checkbox"/> Rules Comm. <input type="checkbox"/>
Contract Manager Name - Malinda Stockwell
Phone Number (516) 571-6625

PURPOSE

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

METHOD OF PROCUREMENT

See attached executive order and department head justification.

PROCUREMENT HISTORY

See attached executive order and departmental head justification.

DESCRIPTION OF GENERAL PROVISIONS

This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2006. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with CONTRACTOR, while using the CompuCourt product in order to protect against critical system failures as well as routine service needs and repairs.

IMPACT ON FUNDING/PRICE ANALYSIS

Annual Software Maintenance: 04/01/03 - 03/31/04 = \$52,510.48

Consulting Services: \$15,000 (maximum per year)

RECOMMENDATION: approve as submitted

COUNTY OF NASSAU

DEPARTMENT:

Department of Information Technology

DEPARTMENT REQUEST:

Quest Computer Products, Inc.
Agreement #C-37111

AGENCY:

Information Technology

PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

Nassau County Department of Information Technology and Nassau County Traffic & Parking Violations Agency


DEPARTMENT HEAD

ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

Fund, Department, Control Center:

GEN IT 1000

Name of Contract:

Quest Computer Products, Inc.
Agreement #C-73111

Purpose of Contract:

Software maintenance service for software product CompuCourt which is used at Traffic & Parking Violations Agency.

What happens if Federal and/or State funding stops or is reduced during the term of this contract:

N/A

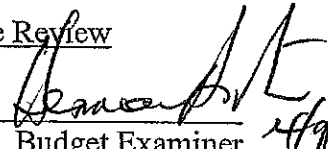
What are the consequences if this request is not approved:

Traffic & Parking Violations Agency fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal.

APPROVED:


DEPARTMENT HEAD

Budget Office Review

Reviewed by: 

Budget Examiner

4/9/03

Reviewed by: _____

Director

EXECUTIVE ORDER# 1-1993
COMPLIANCE CHECK LIST

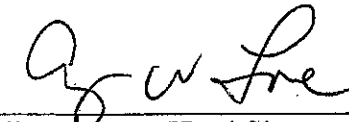
CONTRACTOR Quest Computer Products, Inc.

I. Executive order does not apply for the following reason:

- ☐ A. Contract is effective or services were obtained prior to September 7, 1993.
- ☐ B. Contract is a blanket resolution or a bid item.
- ☐ C. Contract is with a non-profit organization and not a personal service.
- ☐ D. Contract rate is fixed by the following Federal, State or County law or regulation_____.
- ☐ E. Advisement is for additional funds as provided by existing open ended contract.
- ☐ F. Original contract which was in compliance with Executive Order #1 provided for renewal.

II. Executive order does apply

- ☐ A. Attached is a memo from the department head that at least three proposals have been obtained and the contract has been awarded to the proposal of lowest cost.
- ☐ B. Attached is a memo from department head that at least three proposals have been obtained and justification as to reason contract was awarded to other than the proposal of lowest cost.
- ☒ C. Attached is a department head's justification for not obtaining at least three cost proposals. Justification could include: unique and special experience, skill or expertise, availability of proposer to perform in an immediate and timely manner, provider is a sole source supplier.



Department Head Signature

March 27, 2003

Date



QUEST

Computer Products, Inc.

1611 Claymore Road
Chapel Hill, NC 27516

March 4, 1999

John P. Colbert
Clerk of the Legislature
Nassau County, New York 11501

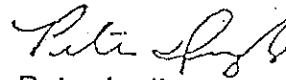
Dear Mr. Colbert:

Quest Computer Products, Inc. is a private corporation owned and managed by Peter Inglis.

Peter Inglis
CEO and President
1611 Claymore Road
Chapel Hill, NC 27516

I believe this satisfies the County's request for information.

Sincerely,



Peter Inglis
President

Telephone (919) 644-6593

Fax (919) 644-6690

LINK TO:

NEW PRODUCTION SYSTEM
DOCUMENT HEADER

03/27/2003
3:13 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : STOCKWELL, MALINDA 1-6625
DOCUMENT NUMBER : CLIT03000012 INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 03 2003 MARCH
VENDOR NUMBER / SUFFIX : 112717177 01 APPROVAL TYPE : 01
VENDOR NAME : QUEST COMPUTER PRODUCTS, INC.
VENDOR ADDRESS : 410-A MILLSTONE DRIVE

HILLSBOROUGH NC 27278

COUNTRY : USA
ALPHA VENDOR : QUEST COMPUTER PRODUCTS,
BANK NUMBER : TREAS NO : T37111
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 67,510.48 CURRENCY CODE :
NUMBER OF LINES : 4 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :

TERMS : NOTEPAD (Y OR N) : Y

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

03/27/2003

3:28 PM

DOCUMENT : CLIT03000012 - 01 INPUT PER: 03 2003 AMOUNT :

67,510.48

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CNTEGST37111 04
TRANS DESC. : SOFTWARE MAINTENANCE FOR TPVA
TRANS AMOUNT : 67,510.48
INDEX : ITGEN1000 INFORMATION TECHNOLOGY
SUBJECT : DE5A5 SOFTWARE CONTRACTS
UCODE/ORD#/DRC : TV10 TITLE NOT ON FILE
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS : E024 E127

F1-HELP F2-SELECT F3-DELETE

F7-VIEW DOC F9-LINK

F4-PRIOR

F5-NEXT

F10-SAVE

F12-ERRORS

G008 - NEXT RECORD DISPLAYED

RULES RESOLUTION NO. -2003

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY WITH QUEST
COMPUTER PRODUCTS, INC

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with QUEST
COMPUTER PRODUCTS, INC.

RULES RESOLUTION NO. 77-2003

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
~~EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE~~
COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY WITH QUEST
COMPUTER PRODUCTS, INC

Passed by the Rules Committee

Nassau County Legislature

By voice vote on June 2, 2003

Voting: 9 ayes 0 nays 0 abstained

Legislators present 9

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with QUEST
COMPUTER PRODUCTS, INC.



E-80-06

Contract Details

SERVICE Software MaintenanceNIFS ID #: CLIT06000006 NIFS Entry Date: 04/18/2006 Term: from 04/01/2006 to 03/31/2008

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

Agency Information

Vendor		County Department	
Name Quest Computer Products	Vendor ID# 561853189	Department Contact Mike Fischer	
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Ingils Phone	Address 160 Old Country Road, Mineola, NY 11501	
		Phone (516) 571-0106	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Filed	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
5/09/06	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/09/06	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/10/06	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/10/06	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/18/06	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/23	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/20	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>		<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/2/06	<i>[Signature]</i>	

E-80-06

RULES RESOLUTION NO. 184 2006

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on

6-19-06

VOTING

ayes

7

nays

abstained

recused

Legislators present:

9

WHEREAS, the County, acting on behalf of the Department of Information Technology, has negotiated an amendment to a personal services agreement with Quest Computer Products to provide software maintenance, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products.

Contract ID#: CNTEGST37111Department: IT

Contract Summary

Description:
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2008. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/06 - 03-31/2007 = \$60,787.44 ; <u>4/1/07 → 3/31/08: \$63,826.81</u> Consulting Services: \$15,000.00 maximum <u>(If county decides to renew)</u> If the County exercises their option, the second year Annual Software Maintenance contract (04/01/07 - 03/31/2008) will be \$63,826.81. Consulting Services will remain \$15,000.00 maximum.
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	
Resp:	1400
Object:	DE
Transaction:	5A5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$75,787.44
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$75,787.44

LINE	INDEX/OBJECT CODE	AMOUNT
⑦	ITGEN1400/DESAS	\$75,787.44
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$75,787.44

APPROVED: A. Amato 5/10/06

INSURANCE SECTION

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name <u>Bm</u>	Name <u>ITC 6080506</u>	Date _____
<u>7/3/06</u>	<u>PR5254 (8/04)</u>	

Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4-4, 2006 (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 Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "DEPARTMENT"), and (ii) Quest Computer Products, having its principal office at 410 Millstone Drive, Hillsborough, NC 27278 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999, May 5, 2000 and April 9, 2003 (collectively, the "Original Agreement") for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2006 (the "Original Term");

WHEREAS, COUNTY and DEPARTMENT are desirous of amending said Agreement to extend the term of the Agreement and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. Term. Paragraph 2 in the Original Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:
 - a. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2007. COUNTY may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by CONTRACTOR and delivered to the COUNTY within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

2. Payment. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1st of each year that the Amended Agreement is in effect after COUNTY receives CONTRACTOR's invoice and approved COUNTY claim voucher (the "Voucher"). The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

	<u>Period service</u>	<u>Cost service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2006 through March 31, 2007	\$60,787.44
	April 1, 2007 through March 31, 2008	\$63,826.81

3. Consulting Services. Service requested by COUNTY that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services"), is billable at the CONTRACTOR'S hourly rate of \$165.00 per hour for Consulting Services (the "Rate"). COUNTY may also be billed for CONTRACTOR'S travel time at an hourly rate that is one-half of CONTRACTOR'S Rate. COUNTY will also be billed for CONTRACTOR'S documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the CONTRACTOR'S Consulting Services under the Amended Agreement shall not exceed \$15,000 per annual maintenance period (April 1 to March 31 of each year). Payment by COUNTY to CONTRACTOR for Consulting Services shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Voucher.
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the 4 day of APRIL, 2006.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Ingulis
Name: PETER INGULIS
Title: President
Date: 4/4/06

NASSAU COUNTY

By: Thomas W. Stokes
Name: Thomas W. Stokes
Title: Deputy County Executive
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

)ss.:
COUNTY OF Orange)

On the 4th day of April in the year 2006 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cindy Jordan
NOTARY PUBLIC

my commission expires July 27, 2009

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 16th day of July in the year 2006 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Fred A. Suzel Jr.

FREDERICK A. SUZEL JR.
NOTARY PUBLIC, State of New York
No 41-4781488
Qualified in Queens County
Commission Expires February 28, 2010

Contract ID#: CNTEGST37111



NOTE

Department: Information Technology**Contract Details**SERVICE Software Maintenance - (one year renewal)NIFS ID #: CAIT07000002 NIFS Entry Date: 05/22/2007 Term: from 04/01/2007 to 03/31/2008

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> # <u>5</u>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189 - 01
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis Phone

County Department
Department Contact Jim Poulos
Address 160 Old Country Road, Mineola, NY 11501
Phone (516) 571-0106

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
5/22/07	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/22/07	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/1/07	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/1/07	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>			
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	6/12/07	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	6/20/07	[Signature]	
5/23/07	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/22/07	[Signature]	



Contract Summary

Description:	one year renewal; 4/1/07-3/31/08
Purpose:	Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement:	Sole Source
Procurement History:	
Description of General Provisions:	This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2008. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with <u>CONTRACTOR</u> , while using the CompuCourt product in order to protect against critical system failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis:	Annual Software Maintenance: 04/01/07 - 03/31/08 = \$63,826.81 Consulting Services: \$15,000 maximum.
Change in Contract from Prior Procurement:	
Recommendation: (approve as submitted)	

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$78,826.81
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$78,826.81

LINE	INDEX/OBJECT CODE	AMOUNT
8	ITGEN1400/DESA5	\$78,826.81
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$78,826.81

APPROVED: *[Signature]* 6/1/07
INSURANCE SECTION

Document Prepared By: _____

Date: _____

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID							
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE			DEPT (2)	CONTRACT NUMBER (6)
3	7	07	GEN	ENTER <input type="checkbox"/> CNTE	MODIFY <input checked="" type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX		T-37111
			ACTION (2)	NUMBER (9)			ADDR. CODE (2)			YEAR-END ADJUSTMENT PERIOD	
				561853189						YR (2) MO (2)	
			ID:	112717177							
VENDOR INFO.			Name: (30) Quest Computer Products Address: (30) 410-A-Millstone Drive Hillsborough, NC 27278								

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/FINAL IND.		LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F	
1	IT GEN	1400	DEAS												78,826.81
2															63,826.81
3															
4															78,826.81

DOCUMENT DESCRIPTION: (30)

Software Maintenance 4-1-07-3-31-08 TOTAL AMOUNT ~~63,826.81~~

COMMENTS

The annual cost charged to the county for
Software maintenance of Computert
Software support.

04-01-07 - 03-31-08

APPROVED *[Signature]* 6/1/07
INSURANCE SECTION

DEPARTMENT - PREPARED BY		COMPTROLLER'S OFFICE CERTIFICATION		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED	
NAME: Laura Ortega		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.		<input type="checkbox"/>	
DATE: 3-7-07		CONTRACT NUMBER					
PHONE: 516-571-0455							
DEPARTMENT - APPROVED BY							
NAME: <i>[Signature]</i>		NAME:		NAME:			
TITLE:		TITLE:		TITLE:			
DATE:		DATE:		DATE:			

Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4/4, 2006 (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 Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "DEPARTMENT"), and (ii) Quest Computer Products, having its principal office at 410 Millstone Drive, Hillsborough, NC 27278 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999, May 5, 2000 and April 9, 2003 (collectively, the "Original Agreement") for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2006 (the "Original Term");

WHEREAS, COUNTY and DEPARTMENT are desirous of amending said Agreement to extend the term of the Agreement and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. Term. Paragraph 2 in the Original Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:
 - a. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2007. ~~COUNTY may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by CONTRACTOR and delivered to the COUNTY within thirty (30) days of receipt.~~ The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

2. Payment. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1st of each year that the Amended Agreement is in effect after COUNTY receives CONTRACTOR's invoice and approved COUNTY claim voucher (the "Voucher"). The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

	<u>Period service</u>	<u>Cost service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2006 through March 31, 2007	\$60,787.44
	April 1, 2007 through March 31, 2008	\$63,826.81

3. Consulting Services. Service requested by COUNTY that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services"), is billable at the CONTRACTOR'S hourly rate of **\$165.00 per hour** for Consulting Services (the "Rate"). COUNTY may also be billed for CONTRACTOR'S travel time at an hourly rate that is one-half of CONTRACTOR'S Rate. COUNTY will also be billed for CONTRACTOR'S documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the CONTRACTOR'S Consulting Services under the Amended Agreement shall not exceed **\$15,000 per annual maintenance period (April 1 to March 31 of each year)**. Payment by COUNTY to CONTRACTOR for Consulting Services shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Voucher.
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 4 day of APRIL, 2006.

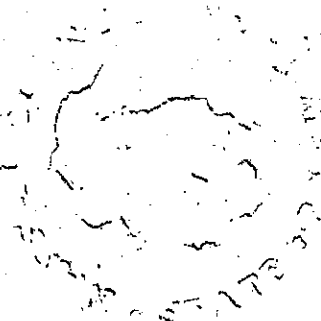
QUEST COMPUTER PRODUCTS, INC.

By: Peter Ingris
Name: Peter Ingris
Title: President
Date: 4/4/06

NASSAU COUNTY

By: Thomas W. Stokes
Name: Thomas W. Stokes
Title: Deputy County Executive
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK.



STATE OF NORTH CAROLINA)

)ss.:
COUNTY OF Orange)

On the 4th day of April in the year 2006 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cindy Jordan
NOTARY PUBLIC

my commission expires: July 27, 2009

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 10th day of July in the year 2006 before me personally came THOMAS W STOKES to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Frederick A. Suzel Jr.

FREDERICK A. SUZEL JR.
NOTARY PUBLIC, State of New York
No 41-4781488
Qualified in Queens County
Commission Expires February 28, 2010

Contract ID#: CNTEGST37111Department: Information Technology**E-41-08****Contract Details**NIFS ID #: CLIT08000002NIFS Entry Date: 02/19/2008SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2008 to 03/31/2009

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <u>(#5)</u> <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
2/25/08	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input type="checkbox"/>	2/25/08	<i>R. Siegel</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	2/25/08	<i>John D. ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/26/08	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/26/08	<i>J. ...</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	2/28/08	<i>...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2/27/08	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/27/08	<i>...</i>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/27	<i>...</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>		<i>...</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/20/08	<i>...</i>	

Contract ID#: CNTEGST37111Department: Information Technology

Contract Summary

Description: One year renewal 04/01/08-03/31/09.	Software Maintenance
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency. [Extend term one year, to 3/31/09.]	
Method of Procurement: See attached executive order and department head justification.	(sole source provider)
Procurement History: See attached executive order and department head justification.	
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2009. The Compu Court license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.	
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/08 - 03/31/2009 = \$67,018.15 Consulting Services: \$15,000.00 maximum If the County exercises their option, the second year Annual Software Maintenance contract (04/01/09 - 03/31/2010) will be \$70,368.94. Consulting Services will remain \$15,000.00 maximum.	
Change in Contract from Prior Procurement:	
Recommendation: Approve as submitted.	

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXX
County	\$ 67,018.15
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 67,018.15

LINE	INDEX/OBJECT CODE	AMOUNT
10	ITGEN1400/DESA5	\$ 67,018.15
9	" "	\$ 15,000
3		\$
4		\$
5		\$
6		\$
INSURANCE SECTION TOTAL		\$ 82,018.15

APPROVED: *J. Imato* 2/26/08

INSURANCE SECTION

TOTAL

(DATE)

\$ 82,018.15

82,018.15

Date:

Document Prepared By:

NIFS Certification		Comptroller Certification		Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name	<i>Bm</i>	Name	<i>CLIT08000002</i>	Date	<i>4/28/08</i>
Date	<i>4/15/08</i>	Date	<i>4/28/08</i>	(For Office Use Only)	
				E #:	

Amendment # 5

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of February 7, 2008 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

WITNESSETH:

WHEREAS, County and Contractor have heretofore on July 11, 1996 entered into a written agreement, amended on June 18, 1999, August 8, 2000, April 9, 2003 and July 10, 2006 (as amended, the "Original Agreement"), for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2008 (the "Original Term");

WHEREAS, County and Department are desirous of amending the Original Agreement to extend the Original Term and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2009. County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with Contractor, in force, while using the CompuCourt product.
2. Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1st of each year that the Amended

RULES RESOLUTION NO. - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE
DEPARTMENT OF INFORMATION TECHNOLOGY AND QUEST COMPUTER
PRODUCTS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for software maintenance 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 amendment with Quest Computer Products, Inc.

Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the service as agreed upon between the County and Contractor is as follows:

	<u>Period of Service</u>	<u>Cost of Service</u>
	April 1, 2008 through March 31, 2009	\$67,018.15
If the COUNTY elects to renew the Agreement:	April 1, 2009 through March 31, 2010	\$70,368.94

-
3. Consulting Services. Service requested by County that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services") is billable at the Contractor's hourly rate of One Hundred Sixty-Five and 00/100 Dollars (\$165.00) per hour for Consulting Services (the "Rate"). County may also be billed for Contractor's travel time at an hourly rate that is one-half of Contractor's Rate. County will also be billed for Contractor's documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Consulting Services under the Amended Agreement shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000) per annual maintenance period (April 1 to March 31 of each year). Payment by County to Contractor for Consulting Services shall be payable in arrears upon receipt of Contractor's invoice and approved Voucher.
 4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

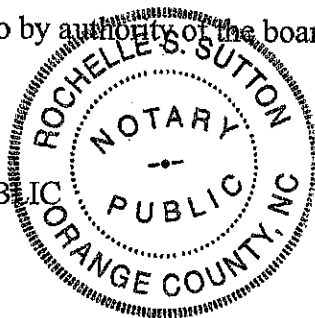
STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF Orange)

On the 6th day of February in the year 2008 before me personally came Peter L. Ingles to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Rochelle S. Sutton
My Commission Expires:
4/12/2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 28th day of April in the year 2008 before me personally came Thomas W. Stollers to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Frederick A. Suzel Jr.
FREDERICK A SUZEL JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01504781488
Qualified in Queens County
My Commission Expires February 28, 2010.

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

QUEST COMPUTER PRODUCTS, INC.

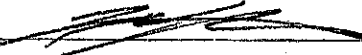
By: 

Name: Peter L. Ingles

Title: President

Date: 2/6/2008

NASSAU COUNTY

By: 

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 4/28/08

PLEASE EXECUTE IN BLUE INK

Quest Computer Products, Inc.

410-A Millstone Drive
Hillsborough, North Carolina 27278
919-644-6593 Fax 919-644-6690

INVOICE

INVOICE NO: 1387
DATE: Jan 10, 2008

To: County of Nassau
Department of Information Services
160 Old Country Road
Mineola, NY 15501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2008	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2008 to 03-31-2009		\$ 67,018.15
SUBTOTAL			\$ 67,018.15
SALES TAX			
TOTAL DUE			\$ 67,018.15

THANK YOU FOR YOUR BUSINESS!

QUEST

Computer Products, Inc.

410-A Millstone Drive
Hillsborough, NC 27278

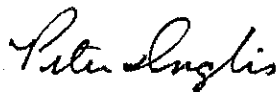
January 17, 2008

Peggy Brown
County of Nassau
160 Old Country Road
Mineola, NY 11501

Dear Ms. Brown:

The charge for an additional year of CompuCourt support (April 1, 2009 – March 31, 2010) will be \$70,368.94. This charge reflects a 5% increase over the charge for the period April 1, 2008 – March 31, 2009.

Sincerely,



Peter Inglis
President,
Quest Computer Products, Inc.

Howard S. Weitzman
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: Quest Computer Products

CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

FEDERAL TAX ID: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

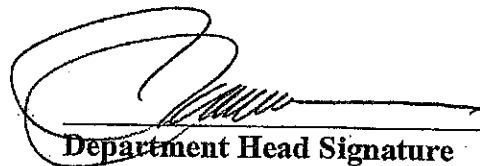
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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


Department Head Signature

Date

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

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

THOMAS R. SUOZZI
COUNTY EXECUTIVE



ROBERT J. CHECCA
COMMISSIONER

Department of Information Technology
160 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: May 22, 2007
To: Susan Zecca, Comptroller's Office
From: Robert J. Checca
Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

THOMAS R. SUOZZI
COUNTY EXECUTIVE



PATRICIA M. REILLY
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

DISCLOSURE FORM

Contract # CQCW03000893

Quest Computer Products, Inc.
410-A Millstone Drive
Hillsborough, NC 27278

(919) 644-6593

Sole Owner: Peter Inglis

FROM : Quest Computer Products Inc.

PHONE NO. : 919 644 6690

Jan. 18 2008 12:46PM P2



North Carolina Farm Bureau Insurance Group

Ph. (919) 732-2891 • 516 Valley Forge Road • Hillsborough, NC 27278

Dale Dixon
Agency Manager

18 January 2008

Nassau County Traffic & Parking Violations Agency
16 Cooper Street
Hampstead, NY 115500

Mr. Peter Inglis has a current policy with us. Policy dates are 01/17/2008 thru 01/17/2009. He has a BSN(Business Owner policy) covering his personal equipment with a one million dollar per occurrence liability rider.

A handwritten signature in black ink, appearing to be "Dale Dixon", written over a horizontal line.

Dale Dixon
North Carolina Farm Bureau
Agency Manager
Hills borough, NC 27278



**Nassau County Information Technology
Inter Departmental Memo**

To: Elizabeth Botwin, Chief Deputy Comptroller, Comptroller's Department

From: Robert Checca, IT Commissioner

Date: February 20, 2008

Subject: Evaluation of Contractor Performance

Quest Computer Products, CNTEGST37111

Evaluation of Contractor Performance

Quest Computer Products

Maintenance Services for the Software Product CompuCourt

Nassau County entered into contract extension with Quest Computer Products on 04/01/2008. The consultant has performed at or above the standards set forth in the contract.

Has the Consultant operated within the timeframe set forth in the contract?

☒ Yes ☐ No

Has the Consultant operated within the budget set forth in the contract?

☒ Yes ☐ No

Has the consultant submitted deliverables as set forth in the contract?

☒ Yes ☐ No

Has the consultant met all obligations as set forth in the contract?

☒ Yes ☐ No

The IT Department has rated the work of Quest Computer Products as **Excellent**. The IT Department has been monitoring their performance with satisfaction and wish to extend the term of the contract for an additional twelve months.


Robert Checca, IT Commissioner

QUEST COMPUTER PRODUCTS, INC.

4100 WILSTONE DRIVE
HILLSBOROUGH, NO. 2748

BRANCH BANKING AND TRUST COMPANY
1000 BANK STREET, SUITE 100
FALLS CHURCH, VA 22044

5056

2/17/2008

PAY TO THE ORDER OF Nassau County Treasurer

\$ 266.00

Two Hundred Sixty Six and 00/100

DOLLARS

Nassau County Treasurer

Business Value Checking

MEMO Maintenance Contract

AUTHORIZED SIGNATURE

10050561 1054101100005100240151

Contract ID#: CNTEGST37111Department: Information Technology**Contract Details**NIFS ID #: CLIT09000003NIFS Entry Date: 03/03/2009SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2009 to 03/31/2010

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #6 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input checked="" type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products, Inc.	Vendor ID# 561853189-01
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE APPROVED	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	Final Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	NIFS Approval (Contractor Registered)	3/10/09	Michael G.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/11/09	County Attorney	CA RE & Insurance Verification	3/11/09	G. Amato	
	County Attorney	CA Approval as to form	3/11/09	SC	
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval		SC	
	Comptroller	NIFS Approval		Cellal	
	County Executive	Notarization Filed with Clerk of the Leg.	4/2/09		



Contract Summary

Description: One year renewal 04/01/09-03/31/10.	(see paragraph #1 of amendment #55 County may renew agreement for one additional one year term)
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.	
Method of Procurement: See attached executive order and department head justification.	
Procurement History: See attached executive order and department head justification.	
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2010. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.	
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/09 - 03/31/2010 = \$70,368.94	
Change in Contract from Prior Procurement:	
Recommendation: Approve as submitted.	

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 70,368.94
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 70,368.94

LINE	INDEX OBJECT CODE	AMOUNT
11	ITGEN1400/DE5A5	\$ 70,368.94
3		\$
5		\$
		\$ (DATE)
		\$
	TOTAL	\$ 70,368.94

APPROVED:

INSURANCE SECTION

Document Prepared By:

Notarization		Computer Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	
Name		Name		Date	
Date		Date		Date	
3/31/09		3/31/09		4/2/09	
				(For Office Use Only)	
				E #:	

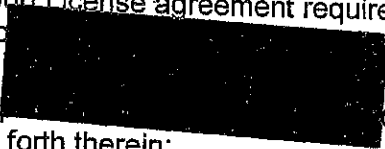
Amendment # 6

THIS AMENDMENT dated as of March 03, 2009 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006 and April 28, 2008 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2009 with an option to renew for an additional one year term (the "Original Term");

WHEREAS, The CompuCourt License agreement requires the COUNTY to retain the Contractor to provide maintenance and  using the CompuCourt license;

WHEREAS, County and Department  Original Agreement in accordance with the terms and conditions set forth therein;

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2010 ("Amended Term").

2. Payment. The annual cost for the Services provided during the Amended Term shall be Seventy Thousand Three Hundred and Sixty-eight and 94/100s Dollars (\$70,368.94) which amount shall be due and payable on April 1, 2009 or as soon thereafter as a Voucher is received and approved by the County.

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

The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Ingalls

Name: Peter L. Ingalls

Title: President

Date: 3/6/2009

NASSAU COUNTY

By: Thomas W. Stokes

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 4/2/09

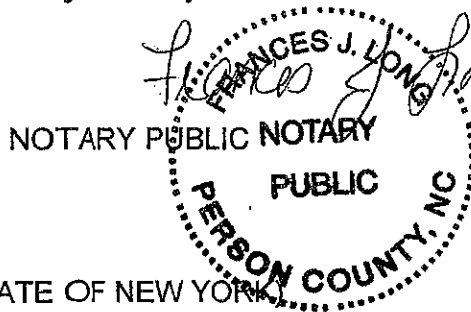
PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF ORANGE)

On the 6 day of MARCH in the year 2009 before me personally came Peter L. Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ORANGE; that he or she is the President of QuestCompu Business, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



OCT 27, 2013

STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU)

On the 2nd day of April in the year 2009 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FREDERICK A SUZEL JR.

NOTARY PUBLIC-STATE OF NEW YORK

No. 01SU4781488

Qualified in Queens County

My Commission Expires February 28, 2010.

QUEST COMPUTER PRODUCTS, INC.

410-A MILLSTONE DRIVE
HILLSBOROUGH, NC 27278

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANKBBT-BBT.com
68-112631

5300

3/6/2009

PAY TO THE ORDER OF Nassau County

Two Hundred sixty-six and 00/100

\$ **266.00

DOLLARS

Nassau County

Business Value Checking

MEMO

[Signature]

AUTHORIZED SIGNATURE

MP

⑆005300⑆ ⑆053101⑆ 2400005100254015⑆

Details on Back

Security Features Included

THOMAS R. SUOZZI
COUNTY EXECUTIVE



ROBERT J. CHECCA
COMMISSIONER

Department of Information Technology
240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

February 20, 2009

Mr. Peter Inglis
President
Quest Computer Products, Inc.
410-A Millstone Drive
Hillsborough, NC 27278

In accordance with Section 1 of the contract dated April 4, 2006 between Nassau County, Department of Information Technology and Quest Computer Products, it is our intent to renew this agreement for one (1) additional one (1) year term from April 1, 2009 to March 31, 2010. Please indicate your agreement to renew by executing this letter as provided below.

Sincerely,

A handwritten signature in dark ink, appearing to be "R. Checca", is written over a large, stylized circular flourish.

Robert J. Checca

A handwritten signature in dark ink, appearing to be "Peter Inglis", is written over a horizontal line.
Peter Inglis

A handwritten date "2/24/2009" is written over a horizontal line.
Date

**Quest Computer
Products, Inc.**

410-A Millstone Drive
Hillsborough, North Carolina 27278
919-644-6593 Fax 919-644-6690

INVOICE

INVOICE NO: 1408
DATE: Jan 10, 2009

To: County of Nassau
Department of Information Services
240 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS	
	April 1, 2009	Payable on Receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2009 to 03-31-2010		\$ 70,368.94
		SUBTOTAL	\$ 70,368.94
		SALES TAX	
		TOTAL DUE	\$ 70,368.94

THANK YOU FOR YOUR BUSINESS!

THOMAS R. SUOZZI
COUNTY EXECUTIVE



PATRICIA M. REILLY
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

DISCLOSURE FORM

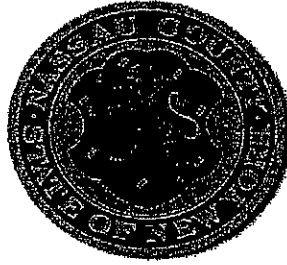
Contract # CQCW03000893

Quest Computer Products, Inc.
410-A Millstone Drive
Hillsborough, NC 27278

(919) 644-6593

Sole Owner: Peter Inglis

Howard S. Weitzman
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: Quest Computer Products

CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

FEDERAL TAX ID: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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


Department Head Signature

Date

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

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

THOMAS R. SUOZZI
COUNTY EXECUTIVE



ROBERT J. CHECCA
COMMISSIONER

Department of Information Technology
160 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: May 22, 2007

To: Susan Zecca, Comptroller's Office

From: Robert J. Checca

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

03/10/2009
10:51 AM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER : CLIT09000003 INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 03 2009 MARCH
VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01
VENDOR NAME : QUEST COMPUTER PRODUCTS INC
VENDOR ADDRESS : 410-A MILLSTONE DRIVE

COUNTRY : HILLSBOROUGH NC 27278
ALPHA VENDOR : USA
BANK NUMBER : QUEST COMPUTER PRODUCTS
DUE DATE :
DOCUMENT AMOUNT : 70,368.94
NUMBER OF LINES : 1
TRANSACTION CODE HASH :
TERMS :
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLIT09000003 - 01 INPUT PER: 03 2009 AMOUNT : 70,368.94

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CNTEGST37111 11
TRANS DESC. : QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10
TRANS AMOUNT : 70,368.94
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER
SUBJECT : DE5A5 SOFTWARE CONTRACTS
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

FAML4760 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

03/10/2009
10:52 AM

DOCUMENT : CLIT09000003 INPUT PERIOD : 03 2009 AMT : 70,368.94

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST	DESCRIPTION						TRANS	AMOUNT	
01	109		CNTEGST37111 11	ITGEN1400	DE5A5				N
			QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10						70,368.94

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

LINK TO:

ACTIVE

FISCAL MO/YEAR : 03 2009 MAR 2009

DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CNTEGST37111	01	GSGEN2100	DE5A5 QUEST COMPUTER	73,505	0
	CNTEGST37111	02	TVGEN1000	DE500 QUEST COMPUTER	12,325	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	CNTEGST37111	06	ITGEN1100	DE500 QUEST COMPUTER	63,502	0
	CNTEGST37111	07	ITGEN1400	DE5A5 QUEST COMPUTER	60,787	0
	CNTEGST37111	08	ITGEN1400	DE5A5 QUEST COMPUTER	63,826	0
	CNTEGST37111	09	ITGEN1400	DE5A5 QUEST COMPUTER	0	15,000
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	0
	CNTEGS36916C	01	GSGEN4000	DF551 NEW YORK POWER	144,743	0
	CNTEGS36916C	02	GSGEN4000	DF551 NEW YORK POWER	72,371	0
	CNTEGS36916C	03	PKGGEN6900	DF551 NEW YORK POWER	72,371	0
	CNTEGS38067C	01	GSGEN1550	DE500 IRON MOUNTAIN	39,414	0
	CNTEGS38067C	02	GSGEN2050	DE500 IRON MOUNTAIN	76,782	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

Vendor ID#

561853189-01

Contact Person

Peter Inglis

Phone

(919) 644-6593

Verification

DATE
Appv'd &

= \$73,887.38

AMOUNT

LINE

INASSAU COUNCIL

By Voice Vote on MAF

VOTING:

ayes 7 nays 0 absts

Legislators

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Products for software mainte

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3189-01

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[newspaper]
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er a written request for propo

418.

two providers of the service. The memorandum describes how personal service needed or expected was obtained, the memorandum states the proposer, or why the selection technique and special experience in a prompt and timely manner.

It states that the contractor's selection of the grant, by legislation or by

Date

*ed above, or in the exhibit to
separate memorandum.*

Contracts: Rev. 02/04

engineering services for the Co
nal Agreement was from Jun

icense agreement #C-34861 c
aintenance agreement with C

ment are desirous of amendin

related to this Agreement

NASSAU COURT

By: _____

Name: Rich

Title: Deputy

Date: 41

my employee of Quest Compute

as used to calculate future charge:

1 4/1/2010 - 3/31/2011 is \$ 73,887

1 4/1/2011 - 3/31/2012 is \$ 77,581

Contract ID#: CNTEGST37111Department: Information Technology**Contract Details**NIFS ID #: CLIT11000003NIFS Entry Date: 02/14/2011SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2011 to 03/31/2012

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #8 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
2/28/11	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	2/28/11	Now	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/2/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/2/11		
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/2/11		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/2/11		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/8/11		
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/23/11		

Contract ID#: CNTEGST37111Department: Information Technology

Contract Summary

Description: One year renewal 04/01/11-03/31/12.
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2012. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/11 - 03/31/2012 = \$77,581.74
Change in Contract from Prior Procurement:
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1415
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 77,581.74
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 77,581.74

LINE	INDEX/OBJECT CODE	AMOUNT
8	ITGEN DE 5A5	\$ 77,581.74
2		\$
3		\$
5		\$
TOTAL		\$ 77,581.74

Document Prepared By: _____

Date: _____

NIRS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIRS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date <u>3/18/11</u>	Date <u>3/19/11</u>	Date <u>3/23/11</u>
		(For Office Use Only)
		E #:

Amendment # 8

THIS AMENDMENT dated as of February 17, 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008 and April 7, 2010 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2011 with an option to renew for an additional one year term (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, County and Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2012 ("Amended Term").
2. Payment. The annual cost for the Services provided during the Amended Term shall be Seventy Seven Thousand Five Hundred and Eighty-One and 74/100s Dollars (\$77,581.74) which amount shall be due and payable on April 1, 2011 or as soon thereafter as a Voucher is received and approved by the County.

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

The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Pete Inguis

Name: Peter Inguis

Title: President

Date: 2/17/2019

NASSAU COUNTY

By: Richard R. Walker

Name: Richard R. Walker

Title: Chief Deputy County Executive

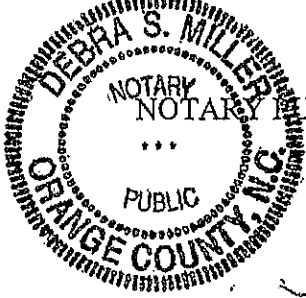
Date: 3-23-19

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

COUNTY OF Orange,) ss.

On the 17 day of February in the year 2011 before me personally came
Peter Inglis to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Orange; that he or she is the president
of Quest Computer Products the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.



Debra S. Miller

my commission expires: April 28 2013

STATE OF NEW YORK)

COUNTY OF NASSAU) ss.

On the 23 day of March in the year 2011 before me personally came
Richard L. Walker to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

Colonial

INSURANCE
AGENCY

February 24, 2011

Nassau County Traffic & Parking Violation Agency
16 Cooper Street
Hampstead, NY 115500

Dear Sir,

Quest Computer Products, Inc. has an active insurance policy with Travelers Insurance Company. The policy dates are 03/01/2010-03/01/2011. The policy covers his business personal property. In addition it includes commercial general liability with a limit of two million dollars per occurrence.

Regards,



Scott LaNier
Agent



Edward P. Mangano
COUNTY EXECUTIVE



Ed Eisenstein
COMMISSIONER

Department of Information Technology
240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: February 15, 2011

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

Inter-Departmental Memo

To: Robyn Race
Nassau County Contracts Office

From: Craig Love, Commissioner
Department of General Services

Date: March 27, 2003

Subject: Exec Order #1
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Craig Love
Commissioner

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: Quest Computer Products

CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

FEDERAL TAX ID #: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. [X] This is an amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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



Department Head Signature

Date

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

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

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

02/14/2011
5:21 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER :
INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 02 2011 FEBRUARY
VENDOR NUMBER / SUFFIX :
APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT :
NUMBER OF LINES :
TREAS NO :
SINGLE CHECK :
CURRENCY CODE :
RESPONSIBLE UNIT :

TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) :
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT11000003

LINK TO:

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER : CLIT11000003 INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 02 2011 FEBRUARY
VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01
VENDOR NAME : QUEST COMPUTER PRODUCTS INC
VENDOR ADDRESS : 410-A MILLSTONE DRIVE

COUNTRY : HILLSBOROUGH NC 27278
ALPHA VENDOR : USA
BANK NUMBER : QUEST COMPUTER PRODUCTS
DUE DATE :
DOCUMENT AMOUNT : 77,581.74
NUMBER OF LINES : 1

TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLIT11000003 - 01 INPUT PER : 02 2011 AMT : 77,581.74

TRANS CODE	: 109	ADD A SUFFIX TO A CONTRACT	
DOCUMENT REF	: CNTEGST37111 13		INVDT:
TRANS DESC.	: QUEST MAINTENANCE 4/1/11-3/31/12	(TPVA COMPUCOURT)	
TRANS AMOUNT	: 77,581.74	TRANS NET AMT :	
INDEX	: ITGEN1400	INFORMATION TECHNOLOGY-DATA CENTER OPER	
SUBJECT	: DE5A5	SOFTWARE CONTRACTS	
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
GL ACCOUNT	:		
SUBSIDIARY	:		

VENDOR	:			
BANK NUMBER	:	TREAS NO:	START/END:	
FINANCIAL ERRORS	:			
F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC			F10-SAVE	

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

LINK TO:

DOCUMENT : CLIT11000003 INPUT PERIOD : 02 2011 AMT : 77,581.74

S	SFX	T/C	DOCUMENT	REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST	DESCRIPTION							TRANS	AMOUNT	
01	109		CNTEGST37111	13	ITGEN1415	DE5A5				N
			QUEST MAINTENANCE	4/1/11-3/31/12	(TPVA COMPUCOURT)				77,581.74	

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

LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2011 FEB 2011

DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CNTEGST37111	01	GSGEN2100	DE5A5 QUEST COMPUTER	73,505	0
	CNTEGST37111	02	TVGEN1000	DE500 QUEST COMPUTER	12,325	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	CNTEGST37111	06	ITGEN1100	DE500 QUEST COMPUTER	63,502	0
	CNTEGST37111	07	ITGEN1400	DE5A5 QUEST COMPUTER	60,787	0
	CNTEGST37111	08	ITGEN1400	DE5A5 QUEST COMPUTER	63,826	0
	CNTEGST37111	09	ITGEN1400	DE5A5 QUEST COMPUTER	6,682	0
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	0
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	0
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	0
	CNTEGS36916C	01	GSGEN4000	DF551 NEW YORK POWER	144,743	0
	CNTEGS36916C	02	GSGEN4000	DF551 NEW YORK POWER	72,371	0
	CNTEGS36916C	03	PKGGEN6900	DF551 NEW YORK POWER	72,371	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

**Quest Computer
Products, Inc.**

410-A Millstone Drive
Hillsborough, North Carolina 27278
919-644-6593 Fax 919-644-6690

INVOICE

INVOICE NO: 1476
DATE: Jan 4, 2011

To: County of Nassau
Department of Information Services
240 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2011	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2011 to 03-31-2012		\$ 77,581.74
SUBTOTAL			\$ 77,581.74
SALES TAX			
TOTAL DUE			\$ 77,581.74

THANK YOU FOR YOUR BUSINESS!

Contract ID#: CNTEGST37111Department: Information Technology**E-114-12****Contract Details**NIFS ID #: CLIT12000002NIFS Entry Date: 02/21/2012SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2012 to 03/31/2013

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #9 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Log. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
3/1/12	OMB	NIFS Approval (Contractor Registered)	3/1/12		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/19/12	County Attorney	CA RE & Insurance Verification	3/21/12		
3/19/12	County Attorney	CA Approval as to form	04/16/12		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	4/17/12		
	County Attorney	NIFS Approval	05/14/12		
	Comptroller	NIFS Approval	5/18/12		
	County Executive	Notarization Filed with Clerk of the Leg.	4/27/12		

Contract ID#: CNTEGST37111Department: Information Technology

Contract Summary

Description: One year maintenance renewal 04/01/12-03/31/13.
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2013. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/12 - 03/31/2013 = \$81,460.83
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1415
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$81,460.83
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$81,460.83

LINE	INDEX/OBJECT CODE	AMOUNT
14	ITGEN1400/DE5A5	\$81,460.83
2		\$
3		\$
5		\$
8		\$
TOTAL		\$81,460.83

Document Prepared By: _____ Date: _____

NIFS Certification I certify that this document was accepted into NIFS.	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	County Executive Approval Name: <u>[Signature]</u> Date: <u>4/27/12</u>
Name: <u>[Signature]</u> Date: <u>5/18/12</u>	Name: <u>[Signature]</u> Date: <u>5/18/12</u>	E #:

E-114-12

RULES RESOLUTION NO. 114 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION
TECHNOLOGY, AND QUEST COMPUTER PRODUCTS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5/7/12
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for support and maintenance services for Traffic & Parking Violations Agency's CompuCourt system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products.

RULES RESOLUTION NO. - 20__

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION
TECHNOLOGY, AND QUEST COMPUTER PRODUCTS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for support and maintenance services for Traffic & Parking Violations Agency's CompuCourt system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products.

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: Quest Computer Products

CONTRACTOR ADDRESS: 807 Westbourne Grove Court, Colfax, North Carolina 27235

FEDERAL TAX ID #: 561853189-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. [X] This is an amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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

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

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



Department Head Signature

Date

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

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

Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235
336-833-3260

February 22, 2012

Carl Bejarano
Nassau County I. T.
240 Old Country Rd.
Mineola, NY 11501

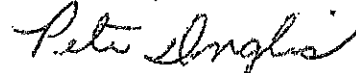
Dear Mr. Bejarano:

Quest Computer Products, Inc. is a private corporation owned in its entirety by Peter Inglis and managed by Peter Inglis.

Peter Inglis
CEO and President
807 Westbourne Grove Ct.
Colfax, NC 27235

I believe this satisfies the County's request for information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Peter Inglis".

Peter Inglis
President

Inter-Departmental Memo

From: Ed Eisenstein, Commissioner
Department of Information Technology

Date: February 21, 2012

Subject: Executive Order
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Ed Eisenstein
Commissioner

Edward P. Mangano
COUNTY EXECUTIVE



Ed Eisenstein
COMMISSIONER

Department of Information Technology

240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: February 21, 2012

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

QUEST COMPUTER PRODUCTS
807 WESTBOURNE GROVE COURT
COLFAX, NC 27235

6584

66-46/531

DATE 2/22/2012

PAY
TO THE
ORDER OF

Nassau County Treasurer

\$ 266⁰⁰

Two hundred sixty six and 00/100

DOLLARS

 Security
Feature
Hologram
Back

SUNTRUST BANK
COLFAX, NC 27235

FOR Contractor Admin Fee

[Signature]

⑈006584⑈ ⑆053100465⑆1000079586011⑈

Colonial

INSURANCE
AGENCY

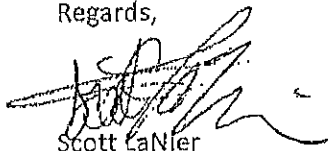
February 22, 2012

Nassau County Traffic & Parking Violation Agency
16 Cooper Street
Hampstead, NY 115500

Dear Sir,

Quest Computer Products, Inc. has an active insurance policy with Travelers Insurance Company. The policy dates are 03/01/2012 to 03/01/2013. The policy covers his business personal property. In addition, it includes commercial general liability with a limit of two million dollars per occurrence.

Regards,



Scott LaNier

Agent

Amendment #9

THIS AMENDMENT dated as of February 22, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008, April 7, 2010 and March 23, 2011 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2012 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, the County and the Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

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

1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2013. The County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt.
2. Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1st of each year that the Amended Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the Service as agreed upon between the County and the Contractor is as follows:

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2012 through March 31, 2013	\$81,460.83
	April 1, 2013 through March 31, 2014	\$85,533.87

3. Compliance with Law. The following provision shall supplement any previous compliance with law provisions:

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

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

- (i) The 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. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Amendment as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

such action as it deems appropriate."

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

The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis

Name: PETER INGLIS

Title: PRESIDENT

Date: 2/23/2012

NASSAU COUNTY

By: [Signature]

Name: Richard A. Walker

Title: Deputy County Executive

Date: 6/13/12

PLEASE EXECUTE IN BLUE INK

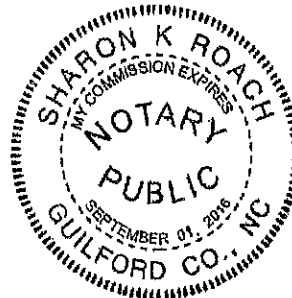
STATE OF NORTH CAROLINA)

Forsyth) ss.
COUNTY OF ~~ORANGE~~)

On the 23 day of Feb. in the year 2012 before me personally came

Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Quest Computer Products Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Sharon K Roach
NOTARY PUBLIC



STATE OF NEW YORK)

) ss.
COUNTY OF NASSAU)

On the 13 day of June in the year 2012 before me personally came

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

NOTARY PUBLIC

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

MSJ
1/23/12

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
-
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any

employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

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

affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that

Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract.

Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Peter L. Inglis
(Name)

807 Westbourne Grove Court, Colfax, N.C. 27235
(Address)

336-833-3260
(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government

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

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

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

4/20/2012
Dated


Signature of Chief Executive Officer

Peter Ingulis
Name of Chief Executive Officer

Sworn to before me this

26th day of April, 2012
Nancy R. Demetro
Notary Public

NANCY L. DEMETRO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6104343
Qualified in Nassau County
My Commission Expires January 20, 2016

FAML8040 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
RETURN NOTIFICATION MAILBOX

02/22/2012
2:14 PM

USER ID : US471

S	DOC	APP	DOC	CREATE	DYS			REJECT
NTP	TYP	TYP	NUMBER	DATE	CHG	OUT	REASON CODE	BY
N	C2	01	CAIT100000004	12/07/2010	N	442	REJECTED TO INITIATOR	IT085
Y	CL	01	CLIT070000005	10/15/2007	N	591	REJECTED TO INITIATOR	AT410
N	CL	01	CLIT080000003	03/12/2008	N	442	REJECTED TO INITIATOR	BU065

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT12000002

FAM14010 V4.2
LINK TO:

NIES PRODUCTION SYSTEM
DOCUMENT HEADER

02/21/2012
2:56 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER : CLIT12000002 INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 02 2012 FEBRUARY
VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01
VENDOR NAME : QUEST COMPUTER PRODUCTS INC
VENDOR ADDRESS : 807 WESTBOURNE GROVE COURT

COUNTRY : COLFAX NC 27235
ALPHA VENDOR : USA
BANK NUMBER : QUEST COMPUTER PRODUCTS
DUE DATE : TREAS NO :
DOCUMENT AMOUNT : 81,460.83 SINGLE CHECK :
NUMBER OF LINES : 1 CURRENCY CODE :
RESPONSIBLE UNIT :

TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLIT12000002 - 01 INPUT PER : 02 2012 AMT : 81,460.83

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CNTEGST37111 14 INVDT:
TRANS DESC. : QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)
TRANS AMOUNT : 81,460.83 TRANS NET AMT :
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER
SUBJECT : DE5A5 SOFTWARE CONTRACTS
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
GL ACCOUNT :
SUBSIDIARY :

VENDOR :
BANK NUMBER : TREAS NO: START/END:
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F10-SAVE

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

DOCUMENT : CLIT12000002 INPUT PERIOD : 02 2012 AMT : 81,460.83

S	SFX	T/C	DOCUMENT	REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST	DESCRIPTION							TRANS	AMOUNT	
01	109		CNTEGST37111	14	ITGEN1400	DE5A5				N
			QUEST MAINTENANCE	4/1/12-3/31/13	(TPVA COMPUCOURT)				81,460.83	

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2012 FEB 2012

DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CNTEGST37111	01	GSGEN2100	DE5A5 QUEST COMPUTER	73,505	0
	CNTEGST37111	02	TVGEN1000	DE500 QUEST COMPUTER	12,325	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	CNTEGST37111	06	ITGEN1100	DE500 QUEST COMPUTER	63,502	0
	CNTEGST37111	07	ITGEN1400	DE5A5 QUEST COMPUTER	60,787	0
	CNTEGST37111	08	ITGEN1400	DE5A5 QUEST COMPUTER	63,826	0
	CNTEGST37111	09	ITGEN1400	DE5A5 QUEST COMPUTER	6,682	0
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	0
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	0
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	0
	CNTEGST37111	13	ITGEN1400	DE5A5 QUEST COMPUTER	77,581	0
	CNTEHEC35770	01	HEGRTC100NYS	DE500 ASSOCIAT FOR H	2,449	0
	CNTEHEC35770	02	HEGEN5100	DE500 ASSOCIAT FOR H	7,379	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

QUEST

Computer Products, Inc.

410-A Millstone Drive
Hillsborough, NC 27278

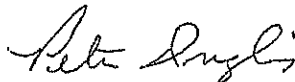
February 17, 2011

Carl Bejarano

Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,



President,
Quest Computer Products, Inc.

QUEST COMPUTER PRODUCTS, INC.

410-A Millstone Dr.
Hillsborough, NC 27278

SUNTRUST BANK
ACH RT 081000104
88-48/531

6096

2/17/2011

PAY TO THE
ORDER OF

NASSAU COUNTY TREASURER

\$ 266

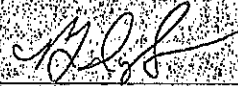
00

Two hundred sixty six and 00/100

DOLLARS

MEMO

Contract admin fee



AUTHORIZED SIGNATURE

⑈006076⑈ ⑈053100465⑈ ⑈000077586011⑈

Contract ID#: CNTEGST37111



Department: Information Technology

E-61-13
 SERVICE: Software Maintenance (FY Renewal)
 Term: from 04/01/2013 to 03/31/2014

Contract Details

NIFS ID #: CLIT13000006

NIFS Entry Date: 02/27/2013

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #10 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
3/11/2013	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/12/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/12/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/12/13	[Signature]	
3/13/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/13/13	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/18/13	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	3/15/13	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/15/13	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/11/13	[Signature]	

Contract ID#: CNTEGST37111Department: Information Technology

Contract Summary

Description: One year maintenance renewal 04/01/13-03/31/14.
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2014. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/13 -- 03/31/2014 = \$85,533.87
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	



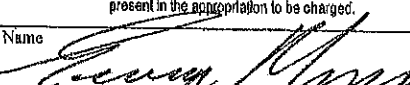
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$85,533.87
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$85,533.87

LINE	INDEX/OBJECT CODE	AMOUNT
15	ITGEN1400/DE5A5	\$85,533.87
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$85,533.87

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 3/21/13
Date: 4/24/13	Date: _____	(For Office Use Only)
		E #:

E-61-13

RULES RESOLUTION NO. 104 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 4-8-13

VOTING:

yes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

Inter-Departmental Memo

From: Ed Eisenstein, Commissioner
Department of Information Technology

Date: February 27, 2013

Subject: Executive Order
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

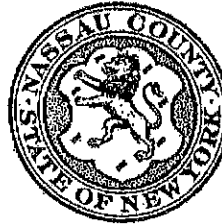
The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Ed Eisenstein
Commissioner

Edward P. Mangano
COUNTY EXECUTIVE



Ed Eisenstein
COMMISSIONER

Department of Information Technology
240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918.

Date: February 27, 2013

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

Amendment #10

THIS AMENDMENT dated as of February 25, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008, April 7, 2010, March 23, 2011 and June 13, 2012 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2013 with an option to renew for an additional one year term (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, the County and the Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2014 ("Amended Term").
2. Payment. The annual cost for the Services provided during the Amended Term shall be Eighty Five Thousand Five Hundred Thirty Three and 87/100s Dollars (\$85,533.87) which amount becomes due and payable on April 1, 2013 or as soon thereafter as the Contractor's invoice and approved County claim voucher (the "Voucher") are received and approved by the County.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inall

Name: Peter Inall

Title: President

Date: 2/25/13

NASSAU COUNTY

By: Richard E. Walker

Name: Richard E. Walker

Amf Title: Deputy County Executive

Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

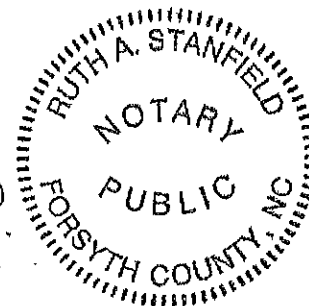
) ss.

COUNTY OF FORSYTH)

On the 25th day of February in the year 2013 before me personally came
Peter Inglis to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guilford; that he or she is the President
of Q&A Computer Products Inc., the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.

Ruth A. Stanfield
NOTARY PUBLIC

My Commission Exp. May 01, 2016



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU)

On the 30 day of April in the year 2013 before me personally came
Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE0258028
Qualified in Nassau County
Commission Expires April 02, 2016

**Quest Computer
Products, Inc.**

807 Westbourne Grove Ct.
Colfax, North Carolina 27235
336-833-3260

INVOICE

INVOICE NO: 1527
DATE: Jan 2, 2013

To: County of Nassau
Department of Information Services
240 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2013	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2013 to 03-31-2014		\$ 85,533.87
SUBTOTAL			\$ 85,533.87
SALES TAX			
TOTAL DUE			\$ 85,533.87

THANK YOU FOR YOUR BUSINESS!

QUEST COMPUTER PRODUCTS

807 WESTBOURNE GROVE COURT
COLFAX, NC 27235

6719

66-40/531

DATE 2/24/13

PAY
TO THE
ORDER OF

Passaic County Treasurer

\$ 266.00

Two hundred sixty six dollars and 00/100

DOLLARS

SUNTRUST BANK
COLFAX, NC 27235

FOR

Administrative Fees

[Signature]

⑈006719⑈ ⑆053100465⑆1000079586011⑈

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: Quest Computer Products

CONTRACTOR ADDRESS: 807 Westbourne Grove Court, Colfax, North Carolina 27235

FEDERAL TAX ID #: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is an amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

III. [X] This is an amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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

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

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



Department Head Signature

Date

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

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

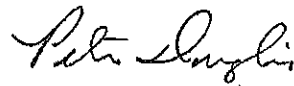
Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

February 24, 2013

Carl Bejarano
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,

A handwritten signature in cursive script, appearing to read "Peter Inglis".

President,
Quest Computer Products, Inc.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

02/27/20
6:12

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER :
INPUT PERIOD (MM YYYY) : 02 2013 FEBRUARY
VENDOR NUMBER / SUFFIX : INITIATING DEPT : IT
VENDOR NAME : APPROVAL TYPE :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE : TREAS NO :
DOCUMENT AMOUNT : SINGLE CHECK :
NUMBER OF LINES : CURRENCY CODE :
TRANSACTION CODE HASH : RESPONSIBLE UNIT :
TERMS :
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTN
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT130000

LINK TO:

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
 ENTERED BY : BROWN, PEGGY, 16627
 DOCUMENT NUMBER : CLIT13000006 INITIATING DEPT : IT
 INPUT PERIOD (MM YYYY) : 02 2013 FEBRUARY
 VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01
 VENDOR NAME : QUEST COMPUTER PRODUCTS INC
 VENDOR ADDRESS : 807 WESTBOURNE GROVE COURT

COUNTRY : COLFAX NC 27235
 ALPHA VENDOR : USA
 BANK NUMBER : QUEST COMPUTER PRODUCTS
 DUE DATE :
 DOCUMENT AMOUNT : 85,533.87
 TREAS NO :
 SINGLE CHECK :
 CURRENCY CODE :
 NUMBER OF LINES : 1 RESPONSIBLE UNIT :
 TRANSACTION CODE HASH :
 TERMS :
 POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N
 F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTE
 F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCT
 G014 - RECORD FOUND

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

6:12

DOCUMENT : CLIT13000006 - 01 INPUT PER: 02 2013 AMOUNT : 85,533.

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CNTEGST37111 15
TRANS DESC. : QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)
TRANS AMOUNT : 85,533.87
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER
SUBJECT : DE5A5 SOFTWARE CONTRACTS
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G014 - RECORD FOUND

FAML4760 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

02/27/2
6:11

DOCUMENT : CLIT13000006 INPUT PERIOD : 02 2013 AMT : 85,533

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	
PST/GST	DESCRIPTION						TRANS	AMOUNT	
01	109		CNTEGST37111	15	ITGEN1400	DE5A5			
			QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)						85,533

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

LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2013 FEB 2013

DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CNTEGST37111	01	GSGEN2100	DE5A5 QUEST COMPUTER	73,505	
	CNTEGST37111	02	TVGEN1000	DE500 QUEST COMPUTER	12,325	
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	
	CNTEGST37111	06	ITGEN1100	DE500 QUEST COMPUTER	63,502	
	CNTEGST37111	07	ITGEN1400	DE5A5 QUEST COMPUTER	60,787	
	CNTEGST37111	08	ITGEN1400	DE5A5 QUEST COMPUTER	63,826	
	CNTEGST37111	09	ITGEN1400	DE5A5 QUEST COMPUTER	6,682	
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	
	CNTEGST37111	13	ITGEN1400	DE5A5 QUEST COMPUTER	77,581	
	CNTEGST37111	14	ITGEN1400	DE5A5 QUEST COMPUTER	81,460	
	CNTEHEC35770	01	HEGRTC100NYS	DE500 ASSOCIAT FOR H	2,449	

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

Contract ID#: CNTEGST37111



Department: Information Technology

E-85-14

Contract Details

NIFS ID #: CLIT14000002

NIFS Entry Date: 03/11/2014

SERVICE: Software Maintenance (1 yr renewal)

Term: from 7/1/1996 to 03/31/2015

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #11 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Coffax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/12/14		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/13/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/18/14		
3/18/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/18/14		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/20/14		
	County Attorney	NIFS Approval <input type="checkbox"/>	3/20/14		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/21/14		
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/21/14		



Contract Summary

Description:

One year maintenance renewal 04/01/14-03/31/15.

Purpose:

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

Method of Procurement:

See attached executive order and department head justification.

Procurement History:

See attached executive order and department head justification.

Description of General Provisions:

This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2015. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.

Impact on Funding / Price Analysis:

Annual Software Maintenance: 04/01/2014 - 03/31/2015 = \$89,810.56

Change in Contract from Prior Procurement:

N/A

Recommendation:

Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$89,810.56
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$89,810.56

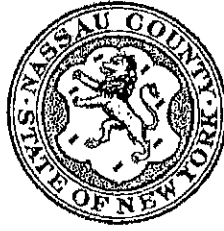
LINE	INDEX/OBJECT CODE	AMOUNT
16	ITGEN1400/DE5A5	\$89,810.56
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$89,810.56

Document Prepared By: _____

Date: _____

NYS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>[Signature]</i>		Name <i>[Signature]</i>	Date <i>3/21/14</i>
Date <i>4/21/14</i>		Date <i>4/21/14</i>	E #: _____

Edward P. Mangano
COUNTY EXECUTIVE



Ed Eisenstein
COMMISSIONER

Department of Information Technology
240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: March 11, 2014
To: Comptroller's Office
From: Ed Eisenstein
Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

Inter-Departmental Memo

From: Ed Eisenstein, Commissioner
Department of Information Technology

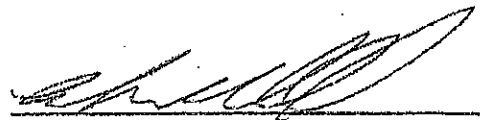
Date: March 11, 2014

Subject: Executive Order
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.


Ed Eisenstein
Commissioner

Amendment #11

THIS AMENDMENT dated as of February 21, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 2, 2009, April 7, 2010, March 23, 2011, June 13, 2012 and April 30, 2013 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2014 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Department desire to renew the Original Agreement and amend the Payment terms in accordance with the terms and conditions set forth herein; and

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

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

1. Term Extension. The Original Term shall be extended for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2015. The County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
2. Payment. After County receives Contractor's invoice and claim voucher, and said invoice and claim voucher is approved by the Nassau County Comptroller, the annual cost charged to the County by Contractor for software maintenance shall be due and payable on the 1st day of April for each year that the Amended Agreement is in effect. Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County. The additional funding paid by the County to the

Contractor under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter C. Ingalls

Name: Peter C. Ingalls

Title: President

Date: 2/25/14

NASSAU COUNTY

By: Richard E. Walker

Name: Richard E. Walker

Title: Deputy County Executive

Date: 5/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH)

On the 25 day of February in the year 2014 before me personally came
Peter Inglis to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guilford; that he or she is the President
of Quest Computer Products, the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.

Jennifer Ann Allred

NOTARY PUBLIC



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU)

On the 9 day of May in the year 2014 before me personally came
Richard A. Walcott to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE050026
Qualified in Nassau County
Commission Expires April 02, 2016

Exhibit A

**Quest Computer Products
TPVA CompuCourt Fee Schedule
April 1, 2014-March 31, 2016**

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2014 through March 31, 2015	\$89,810.56
	April 1, 2015 through March 31, 2016	\$94,301.08

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

E-8544

RULES RESOLUTION NO. 96-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-7-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
~~TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES~~
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WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. (“Quest”) for support and maintenance services for the Traffic & Parking Violations Agency’s CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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: Quest Computer Products

CONTRACTOR ADDRESS: 807 Westbourne Grove Court, Colfax, North
Carolina 27235

FEDERAL TAX ID #: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. [X] This is an amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

Date

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

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

Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

February 25, 2014

Carl Bejarano
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

A handwritten signature in cursive script that reads "Peter Inglis".

President,
Quest Computer Products, Inc.

Contract ID#: CNTEGST37111Department: Information Technology**Contract Details**NIFS ID #: CLIT15000002NIFS Entry Date: 03/16/2015SERVICE: Software Maintn'ance (1 year term)Term: from 04/01/2015 to 03/31/2016

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #12 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department
Department Contact Mary Mahoney ****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501
Phone (516) 571-3159

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered		<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/20/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/24/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	3/24/15	<i>[Signature]</i>	
4/6/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/6/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	4/14/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/12/15	<i>[Signature]</i>	
4/17/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/17/15	<i>[Signature]</i>	



Contract Summary

Description:

One year maintenance renewal 04/01/15-03/31/16.

Purpose:

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

Method of Procurement:

See attached executive order and department head justification.

Procurement History:

See attached executive order and department head justification.

Description of General Provisions:

This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2016. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.

Impact on Funding / Price Analysis:

Annual Software Maintenance: 04/01/2015 - 03/31/2016 = \$94,301.08

Change in Contract from Prior Procurement:

N/A

Recommendation:

Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$94,301.08
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$94,301.08

LINE	INDEX/OBJECT CODE	AMOUNT
17	ITGEN1400/DE5A5	\$94,301.08
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$94,301.08

Document Prepared By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <i>[Signature]</i> Date: <i>4/17/15</i>	
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>				
Date: <i>5/26/15</i>	Date: <i>5/28/15</i>				
		E #: _____ (For Office Use Only)			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2015

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 Colonial Insurance Agency Hillsborough 103 Millstone Dr. Suite A PO Box 490 HILLSBOROUGH NC 27278		CONTACT William LaNier PHONE (919) 732-2191 FAX (919) 732-2192 E-MAIL scott@colonial-agency.com ADDRESS	
INSURED Quest Computer Products Inc. 807 Westbourne Grove Court Colfax NC 27235		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 15/16 Master COI All LOB REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-1468M227-15-42	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/POP AGG \$ 4,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WG STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	(If yes, describe under DESCRIPTION OF OPERATIONS below)						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF NASSAU STATE OF NEW YORK 1 WEST STREET MINEOLA, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J GARDNER, JR./SCOTTI

Inter-Departmental Memo

From: Ed Eisenstein, Commissioner
Department of Information Technology

Date: March 16, 2015

Subject: Executive Order
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Ed Eisenstein
Commissioner

Edward P. Mangano
COUNTY EXECUTIVE



Ed Eisenstein
COMMISSIONER

Department of Information Technology
240 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: March 16, 2015
To: Comptroller's Office
From: Ed Eisenstein
Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

Amendment #12

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013 and May 9, 2014 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2015 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Department desire to renew the Original Agreement and to extend the term in accordance with the terms and conditions set forth herein; and

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

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

1. Term. The Original Term shall be extended for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2016. The County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
2. Payment. The fees under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Ingalls

Name: Peter L. Ingalls

Title: President

Date: 3/3/15

NASSAU COUNTY

By: Charles Ribando

Name: Charles Ribando

Title: Deputy County Executive

Date: 6/4/11

PLEASE EXECUTE IN BLUE INK

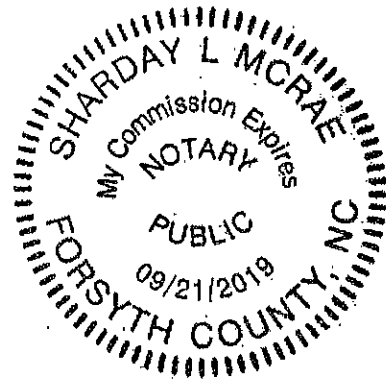
STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH)

On the 3rd day of March in the year 2015 before me personally came Peter Larson Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Quest Computer Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC: Sharday L. McRae



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU)

On the 4 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCHI
Notary Public, State of New York
No. 01FE8258026
Qualified in Nassau County
Commission Expires April 02, 2016

Exhibit A

**Quest Computer Products
TPVA CompuCourt Maintenance Fee Schedule
April 1, 2015-March 31, 2016**

<u>Period of Service</u>	<u>Cost of Service</u>
April 1, 2015 through March 31, 2016	\$94,301.08

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

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

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CONTRACTOR ADDRESS: 807 Westbourne Grove Court, Colfax, North Carolina 27235

FEDERAL TAX ID #: 561853189-01

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

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_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

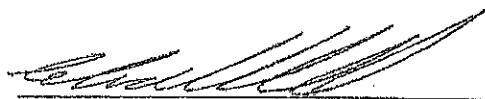
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Department Head Signature

Date

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

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

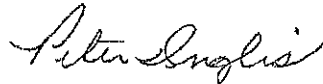
Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

March 3, 2015

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

A handwritten signature in cursive script that reads "Peter Inglis".

President,
Quest Computer Products, Inc.

Contract ID#: CNTEGST37111



Department: Information Technology

E-71-16

Contract Details

NIFS ID #: CLIT16000002

SERVICE Software Maintenance (1 Year renewal)

NIFS Entry Date: 2/10/2016

Term: from 04/01/2016 to 3/31/2017

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment#13 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Mary Mahoney	****Please return final approved Contract to Vandana Manucha
Address 240 old Country Road Mineola, NY 11501	
Phone (516)571-3159	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Filed	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	OMB	Contractor Registered NIFS Approval	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>		
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
4/12/16	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>		
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>		
3/10/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>		

Contract ID#: CNTEGST37111



Department: Information Technology

Contract Summary

Description: One year maintenance renewal 04/01/16-03/31/2017
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and now being extended further until March 31, 2017. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the Contractor, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/2016 - 3/31/2017 = 98,073.00
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction	

FUNDING SOURCE	AMOUNT
<input type="checkbox"/> Revenue Contract	XXXXXXXX
County	\$98,073.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$98,073.00

LINE	INDEX/OBJECT CODE	AMOUNT
18	ITGEN1400/DE5A5	\$98,073.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$98,073.00

RENEWAL	
% Increase	
% Decrease	

Document
Prepared By: _____

Date: _____

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <u>[Signature]</u>	
Name: <u>Michael S. Cohen</u>		Name: <u>[Signature]</u>		Date: <u>3/20/16</u>	
Date: <u>4/28/2016</u>		Date: <u>4/28/16</u>		E #: _____	

RULES RESOLUTION NO. 76-2016

E-71-16

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION
TECHNOLOGY, AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") in connection with support and maintenance services for the software product CompuCourt, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY 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 certificate holder in lieu of such endorsement(s).

PRODUCER

Colonial Insurance Agency Hillsborough
103 Millstone Dr. Suite A
PO Box 490
HILLSBOROUGH NC 27278

CONTACT NAME: William LaNier
PHONE (A/C No. Ext.): (919) 732-2191
E-MAIL ADDRESS: scott@colonial-agency.com
FAX (A/C No.): (919) 732-2192

INSURED

Quest Computer Products Inc.
807 Westbourne Grove Court
Colfax NC 27235

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15/16 Master COI All LOB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680-1468M227-15-42	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				WC STATUTORY LIMITS \$ OTHER \$
	DED <input type="checkbox"/> RETENTION \$					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				

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

Certificate holder is additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER

COUNTY OF NASSAU
STATE OF NEW YORK
1 WEST STREET
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J GARDNER, JR. / SCOTTI

ACORD 25 (2010/05)
INS025 (201005) 01

FANL6455 V4.2
LINK TO: NIPS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY 02/22/2016 9:17 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 13 2015 ADADJ2015
INDEX :
ORGANIZATION : IT INFORMATION TECHNOLOGY
CHARAC / OBJECT : X GENERAL FUND
FOTP FUND SFND : CF GEN GEN
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORDH/DRG :

S	OBJECT DESCRIPTION	ORIG BUDGET	CUR BUDGET	CUR OBLIG	CUR BALANCE
00	GENERAL EX	336,200	336,200	345,251	-9,051
01	CONTRACTOR	8,647,849	8,647,849	9,448,218	-782,369
02	UTILITY CO	3,900,000	3,900,000	3,814,444	-14,444
	EXP TOTAL	20,059,111	20,059,111	20,913,577	-104,466
	REV - EXP	-12,735,836	-18,485,836	-13,766,847	-301,341

F1-HELP F2-SELECT F3-NEXT PG F4-PRIOR F5-NEXT
F6-Link
G012 - NEXT PAGE DISPLAYED

06/050

FANL6160 V4.2
LINK TO: NIPS PRODUCTION SYSTEM
VENDOR SUMMARY 02/22/2016 9:18 AM

ACTIVE
FISCAL MO/YEAR : 02 2015
VENDOR NUMBER : 561060100 01 QUEST COMPUTER PRODUCTS INC
VENDOR ALPHA : QUEST COMPUTER PRODUCTS

S	VENDOR SUMMARY	FEB 2015	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	00	00	486,262.53
	RETAINAGES	00	00	00
	ACCRUALS	00	00	00
	PAYMENTS	00	15,262.50	00
	CASH RECEIPTS	00	15,262.50	1,972,109.02
	ACCT REC VABLE	00	00	00
	1999 TOTALS	00	00	00
	B2U WITHHOLDING	00	15,262.50	15,262.50
	B2U WITH PAID	00	00	00
	TX LIEN W/HOLD	00	00	00
	TAX LIENS PAID	00	00	00
	ST BACKUP W/HOLD	00	00	00
	ST BU W/H PAID	00	00	00
	F1-HELP F2-SELECT F3-NEXT PG F4-PRIOR F5-NEXT	00	00	00
	F6-Link			

G014 - RECORD FOUND

05/010

FANL6161 V4.2
 LINK TO:
 ACTIVE
 FISCAL NO/YEAR : 13 2015 ADADJ2015
 VENDOR : 561853109 01 QUEST COMPUTER PRODUCTS INC
 NIFS PRODUCTION SYSTEM
 VENDOR DETAIL
 BALANCE TYPE : 01 ENCUMBRANC
 02/22/2016
 9:18 AM

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION					
	01/16/2016	136P	VDTV15000299 01 TVGEN1000		DE505		13 2015	
	01/05/2016		*QUEST COMPUTER PRODUCTS - INVOICE NO.1621*					4,290.00

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

04/019

FANL6161 V4.2
 LINK TO:
 ACTIVE
 FISCAL NO/YEAR : 10 2015 OCT 2015
 VENDOR : 561853109 01 QUEST COMPUTER PRODUCTS INC
 NIFS PRODUCTION SYSTEM
 VENDOR DETAIL
 BALANCE TYPE : 01 ENCUMBRANC
 02/22/2016
 9:19 AM

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION					
	10/21/2015	170	POTV15000094 01 TVGEN1000		DD419		10 2015	
			ADPICS PURCHASE ORDER ENCUMBRANCE					3,774.00

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

04/019

PANL6181 V4.2
 LINK TO
 ACTIVE
 FISCAL YEAR : 08 2015 AUG 2015
 VENDOR : 501853180 01 QUEST COMPUTER PRODUCTS INC

NIFS PRODUCTION SYSTEM
 VENDOR DETAIL

02/22/2016
 9:19 AM

BALANCE TYPE : 01 ENCUMBRANC

POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
06/08/2015	136P	VDIT15000087	01	ITGEN1400	DE505	08 2015	00 2015
07/27/2015	RENEWAL	COMPUCCURT \$/M 4/1/15-3/31/16					94,301.00
08/13/2015	136P	VDTV15000104	01	TVGEN1000	DE505	08 2015	-1,897.50
08/13/2015 *QUEST COMPUTER PRODUCTS INV'S 1614 & 1615*							

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

04/018

PANL6181 V4.2
 LINK TO
 ACTIVE
 FISCAL YEAR : 08 2015 JUNE 2015
 VENDOR : 501853180 01 QUEST COMPUTER PRODUCTS INC

NIFS PRODUCTION SYSTEM
 VENDOR DETAIL

02/22/2016
 9:20 AM

BALANCE TYPE : 01 ENCUMBRANC

POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
06/04/2015	136P	VDTV15000086	01	TVGEN1000	DE505	08 2015	00 2015
06/14/2015	*QUEST	JAN, FEB, MAR-INV. NO. 1605, 1606, 1607*					18,158.00
06/12/2015	167	CLTV15000002	01	TVGEN1000	DE505	08 2015	75,006.00
ENCUMBER FUNDS							

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

05/039

PAHL6161 V4.2
LINK TO:
ACTIVE
FISCAL NO/YEAR : 05 2015 MAY 2015
VENDOR : 561853180 01 QUEST COMPUTER PRODUCTS INC

NIFS PRODUCTION SYSTEM
VENDOR DETAIL

02/22/2016
9:20 AM

BALANCE TYPE : 01 ENCUMBRANC

POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
05/28/2015	100	CLIT15000002 01 ITGEN1400		DEBAS		05 2015	94,301.08
QUEST MAINTENANCE 4/1/15-3/31/16 (TPVA COMPUODUR)							

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
0014 - RECORD FOUND

04/019

PAHL6161 V4.2
LINK TO:
ACTIVE
FISCAL NO/YEAR : 03 2015 MAR 2015
VENDOR : 561853180 01 QUEST COMPUTER PRODUCTS INC

NIFS PRODUCTION SYSTEM
VENDOR DETAIL

02/22/2016
9:20 AM

BALANCE TYPE : 01 ENCUMBRANC

POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
03/13/2015	136P	VDTV15000005 01 TVGEN1000		DEBAS		03 2015	1,650.00
02/27/2015 *QUEST COMPUTER PRODUCT - OCT & DEC 2014*							

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
0014 - RECORD FOUND

04/019

Inter-Departmental Memo

To: Robyn Race
Nassau County Contracts Office

From: Craig Love, Commissioner
Department of General Services

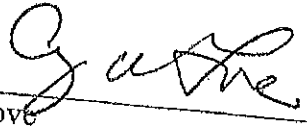
Date: March 27, 2003

Subject: Exec Order #1
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Craig Love
Commissioner

COUNTY OF NASSAU

DEPARTMENT:

Department of Information Technology

DEPARTMENT REQUEST:

Quest Computer Products, Inc.
Agreement #C-37111

AGENCY:

Information Technology

PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

Nassau County Department of Information Technology and Nassau County Traffic & Parking Violations Agency


DEPARTMENT HEAD

Amendment #13

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended hereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013, May 9, 2014, and June 4, 2015 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2016 (the "Original Term"); and

WHEREAS, ComputCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Contractor desire to extend the Original Agreement in accordance with the terms and conditions set forth herein; and

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

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

1. Term Renewal. The Original Term shall be renewed for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2017. Notwithstanding the foregoing, the County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
2. Payment. The fees under this Amendment Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Ingalls

Name: Peter L. Ingalls

Title: President

Date: 1/29/16

NASSAU COUNTY

By: Charles Richard

Name: Charles Richard

Title: Deputy County Executive

Date: 5/8/16

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

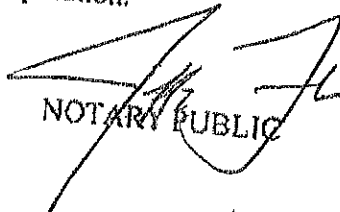
~~not~~ Forsyth
~~Guilford~~

) ss.:

COUNTY OF FORSYTH)

~~not~~ 29

On the ~~24~~ day of JANUARY in the year 2016 before me personally came PETER LARSON INGUS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of GUILFORD; that he or she is the PRESIDENT of QUEST COMPUTER PRODUCTS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

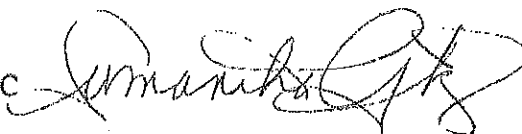


STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19 day of may in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC 

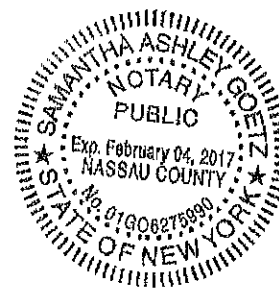


Exhibit A

Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2016- March 31, 2017

Period of Service

April 1, 2016 through March 31, 2017

Cost of Service

\$98,073.00

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

Quest Computer Products, Inc.

807 Westbourne Grove Ct.
Colfax, North Carolina 27235
336-833-3260

INVOICE

INVOICE NO: 16
DATE: Jan 2, 20

To: County of Nassau
Department of Information Services
240 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS	
	April 1, 2016	Payable on Receipt	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement For period 04-01-2016 to 03-31-2017		\$98,073.00
		SUBTOTAL	\$ 98,073.00
		SALES TAX	
		TOTAL DUE	\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!

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: Quest Computer Products

CONTRACTOR ADDRESS: 807 Westbourne Grove court, Colfax, NC 27235

FEDERAL TAX ID #: 561853189-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. {X} This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

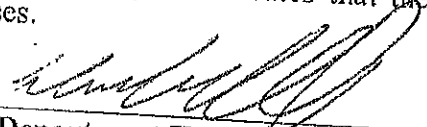
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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



Department Head Signature

Date

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

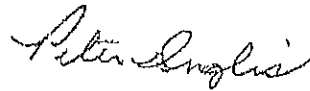
Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

March 3, 2015

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,



President,
Quest Computer Products, Inc.

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including - but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015


EDWARD P. MANGANO
COUNTY EXECUTIVE

004-01 MAY 15 2015
NASSAU COUNTY
CLERK OF COUNTY

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SURECOURT, LLC
Address: 60 PROSPECT TERRACE
City, State and Zip Code: TENAFLY, NJ 07670
2. Entity's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture
☒ Ltd. Liability Co _____ Closely Held Corp _____ Other (specify) _____

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

WAYNE GRAMAM

60 PROSPECT TERRACE

TENAFLY, NJ 07670

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.

WAYNE GRAMAM

60 PROSPECT TERRACE

TENAFLY NJ 07670

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

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

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

Page 3 of 4

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

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/29/16

Signed: Wayne Gribben

Print Name: WAYNE GRIBBEN

Title: PRESIDENT

Page 4 of 4;

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

FAML4010 V4.2
LINK TO:

DOCUMENT CATEGORY
ENTERED BY
DOCUMENT NUMBER
INPUT PERIOD (MM YYYY)
VENDOR NUMBER / SUFFIX
VENDOR NAME
VENDOR ADDRESS

COUNTRY
ALPHA VENDOR
BANK NUMBER
DUE DATE
DOCUMENT AMOUNT
NUMBER OF LINES
TRANSACTION CODE HASH
TERMS
POSTING/EDIT ERRORS
F1-HELP F2-SELECT
F7-VIEW DOC F8-SUBMIT
G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

02/11/1
10:50

: CL CONTRACT INCREASE /CHANGE TERMS
: MANUCHA, VANDANA 1-0008
: CLIT16000002
: 02 2016 FEBRUARY
: 561853189 01
: QUEST COMPUTER PRODUCTS INC
: 807 WESTBOURNE GROVE COURT
INITIATING DEPT : IT
APPROVAL TYPE : 01

COLFAX
: USA
: QUEST COMPUTER PRODUCTS
NC 27235

:
: TREAS NO
: SINGLE CHECK
: CURRENCY CODE
: RESPONSIBLE UNIT
1 98,073.00

NOTEPAD (Y OR N) : N

F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F9-LINK F10-SAVE F12-ADL FCTN

FAML4010 V4.2
LINK TO:

DOCUMENT CATEGORY
ENTERED BY
DOCUMENT NUMBER
INPUT PERIOD (MM YYYY)
VENDOR NUMBER / SUFFIX
VENDOR NAME
VENDOR ADDRESS

COUNTRY
ALPHA VENDOR
BANK NUMBER
DUE DATE
DOCUMENT AMOUNT
NUMBER OF LINES
TRANSACTION CODE HASH
TERMS
POSTING/EDIT ERRORS
F1-HELP F2-SELECT
F7-VIEW DOC F8-SUBMIT
GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

02/11/
10:5

: CL CONTRACT INCREASE /CHANGE TERMS
: MANUCHA, VANDANA 1-0008
: CLIT16000002
: 02 2016 FEBRUARY
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F3-DELETE
F9-LINK

F4-PRIOR
F10-SAVE

F5-NEXT

F6-DTL ENTRY
F12-ADL FCTN

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

02/11/2
10:53

DOCUMENT : CLIT16000002 - 01 INPUT PER: 02 2016 AMOUNT :

98,073

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CNTEGST37111	18
TRANS DESC.	:	MAINTENANCE FOR 2016	
TRANS AMOUNT	:		98,073.00
INDEX	:	ITGEN1400	INFORMATION TECHNOLOGY-DATA CENTER OPER
SUBJECT	:	DE5A5	SOFTWARE CONTRACTS
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC	F9-LINK	F10-SAVE		

G008 - NEXT RECORD DISPLAYED

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

02/11/2
10:53

DOCUMENT : CLIT16000002 - 01 INPUT PER: 02 2016 AMOUNT :

98,073

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CNTEGST37111	18
TRANS DESC.	:	MAINTENANCE FOR 2016	
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GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

F1-HELP	F2--SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	
G008 - NEXT RECORD DISPLAYED				

FAML4760 V4.2
LINK TO:

MIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

02/11/2
10:53

DOCUMENT : CLIT16000002

INPUT PERIOD : 02 2016

AMT :

98,073

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PST/GST	DESCRIPTION						TRANS	AMOUNT
01	109		CNTEGST37111 18	ITGEN1400	DE5A5			98,073
			MAINTENANCE FOR 2016					

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

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LINK TO:

NIFS PRODUCTION SYSTEM
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02/11/
10:5

DOCUMENT : CLIT16000002

INPUT PERIOD : 02 2016

AMT :

98,07

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01	109		CNTEGST37111 18	ITGEN1400	DE5A5			98,07
			MAINTENANCE FOR 2016					

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

THIS AGREEMENT made the 18th day of June, 1996, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, (hereinafter referred to as "USER DEPARTMENT") and QUEST COMPUTER PRODUCTS, INC., having an office at 1611 Claymore Road, Chapel Hill, NC. (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, COUNTY and DATA PROCESSING are desirous of obtaining professional data processing and related engineering services as required for COUNTY; and

WHEREAS, CONTRACTOR maintains that it is fully qualified to perform such services as may be required by COUNTY; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. COUNTY hires and retains CONTRACTOR to furnish professional data processing and related engineering services, as described herein, specifically; software support and maintenance service for the software product "CompuCourt" (SOFTWARE), installed for and used by the Nassau County Traffic and Parking Violations Agency (USER AGENCY).
2. The contracted service is to be in effect for the period beginning April 1, 1996 through March 31, 1997.
3. The contracted service is provided by CONTRACTOR at the rate of Six Hundred Thirty-Four Dollars (\$634.00) per licensed concurrent user. The SOFTWARE license agreement is presently in effect for thirty-seven (37) concurrent users. The total charge for the contracted period of performance is Twenty-Three Thousand Four Hundred and Fifty-Eight dollars (\$23,458.00).

4. The amount charged for the service is payable in full at the time this Agreement becomes effective, subject to the terms of the COUNTY's purchasing procedures and terms defined by this Agreement.

5. This Agreement is renewable annually. The renewal rate may increase by no more than five percent (5%) of the previous rate. The COUNTY is under no obligation to renew the Agreement. The COUNTY is required to notify CONTRACTOR, in writing, prior to the annual renewal date if the Agreement is not to be renewed.

6. Service requested by COUNTY during a period when this Agreement is NOT in effect will be billed by CONTRACTOR at CONTRACTOR's prevailing hourly service rate. COUNTY will also be billed for CONTRACTOR's travel time which will be billed at one-half the CONTRACTOR's service rate.

7. This Agreement requires COUNTY to provide and have available, a dial-in phone line and modem connected to the supported system to be usable by CONTRACTOR for remote support service.

8. This Agreement provides for the service necessary to insure the reliable operation of the SOFTWARE product purchased from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement. The development and installation of new functions or enhancements to existing software must be contracted separately and may result in additional support charges. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance of update installation.

9. CONTRACTOR must maintain SOFTWARE, as a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release.

10. This Agreement does not include service for problems which are traceable to COUNTY modifications or COUNTY's failure to follow proper documented procedures.

11. CONTRACTOR agrees that it will at all times indemnify, defend, and hold COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission on the part of the CONTRACTOR with respect to this Agreement and any of the terms thereof.

12. COUNTY agrees that it will at all times indemnify, defend, and hold CONTRACTOR and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission on the part of the COUNTY with respect to this Agreement and any of the terms thereof.

13. CONTRACTOR warrants that it is not in arrears to COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety contractor or otherwise.

14. CONTRACTOR agrees to pay COUNTY a \$100 administrative service charge for the processing of this Agreement pursuant to County Ordinance No. 74-1979. Said sum shall be due and payable upon CONTRACTOR's signing of said Agreement.

15. Performance under any contract may be terminated by NASSAU COUNTY whenever the CONTRACTOR shall default in the performance of this contract, and shall fail to correct such default within 48 hours after receipt of Notice of Default. Termination may be effected by delivery to the CONTRACTOR of a Notice to Terminate, stating the date upon which the termination becomes effective. Upon receipt of the Notice to Terminate, the CONTRACTOR shall stop all work.

16. The CONTRACTOR agrees that in the performance of the services hereunder he will comply with any and all applicable state and local laws, and that this Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-discrimination Order of Nassau County.

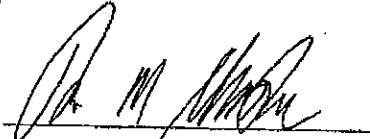
17. CONTRACTOR's obligations under this Agreement are in lieu of all warranties expressed or implied. Neither CONTRACTOR nor COUNTY will be liable under contract, for incidental, special, indirect, or consequential damages, loss of profits or income, or loss of use of other benefits arising out of or in connection with this Agreement or the services performed hereunder.

18. Changes to this Agreement may only be performed in writing, and must be signed by both CONTRACTOR and COUNTY.

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. has executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 11th day of July, 1996.

APPROVED:

COUNTY OF NASSAU



Department of General Services



Deputy County Executive

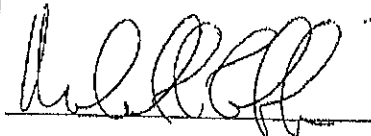
APPROVED:

QUEST COMPUTER PRODUCTS, INC.

County Comptroller



APPROVED AS TO FORM:



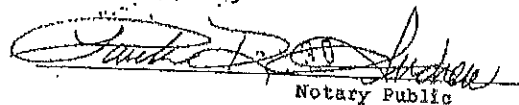
Deputy County Attorney

On this _____ day of _____ 199 , before me personally appeared THOMAS S. GULOTTA, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned.

On this 11th day of July 1996, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned;

On this 18th day of June 1996, before me personally came Peter L. Inglis, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore Road Chapel Hill, NC 27516 and that he/she is the President of Quest Computer Products, Inc. a corporation described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors.

On this 18th day of June, 1990, before me personally came Peter L. Inglis, described in and who executed the same, to me known to be the person



Notary Public, Orange County, North Carolina
My Commission Expires July 12, 1998

DATE OF ADVISEMENT
MO (2) DY (2) YR (2)
03 05 99

FUND (3)
GEN

TRANSACTION CODE
ENTER ☒ CNTE
MODIFY ☐ CNTM
CANCEL ☐ CNTX

PERPETUAL TRANSACTION CODE
ENTER ☐ CPEB
MODIFY ☐ CPEM
CANCEL ☐ CPEX

DEPT (2)
GS

CONTRACT NUMBER (8)
T. 37111

VENDOR INFO.

BW

ID: VF

112717177
1127717177

Name: (30) QUEST COMPUTER PRODUCTS, INC.
Address: (30) 1611 Claymore Road
(30) Chapel Hill, NC 27516

YEAR-END ADJUSTMENT PERIOD
YR (2) MO (2)

LINE NO.	DEPT. OPW AREA (2)	RESP. CENTER CPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PARTIAL FINAL IND.		+	LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F		
1	GS	2100		5A5												
2																\$31,954 00
3																
4																
DOCUMENT DESCRIPTION: (30) Softw. Main. 4/1/99-3/31/00																
TOTAL AMOUNT															+	\$31,954 00

COMMENTS

Amending software maintenance agreement.

Company Representative: Peter Inglis
(919) 644-6593

Maint fee for:
① \$27,154 - Compu Court
② \$4,800 - Enhancements

99 and 451 - 31954⁰⁰

(also Nassau County Traffic & Parking Violations Agency)

6140

DEPARTMENT - PREPARED BY:

GINNY MANDATO

NAME
3/5/99

DATE
571-3086

PHONE

DEPARTMENT APPROVED BY:

NAME
Commissioner

TITLE
3-8-99

DATE

NUMIS 550 (11/83) 20M

COMPTROLLER'S OFFICE CERTIFICATION:

I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

CONTRACT NUMBER

T 37111

NAME

COUNTY Comptroller

TITLE

DATE

CERTIFICATE OF ACCEPTANCE INTO NUMIS

I certify that this document was accepted into NUMIS.

NAME

4/15/99

DATE

CHECK IF THIS DOCUMENT IS CONTINUED:

☐

PAGE

1 OF 1

COMPTROLLER COPY

THIS AMENDMENT TO AN AGREEMENT made the 30 day of *March*, 1999, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 is amended and extended as follows:

A. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

8. This Agreement provides for the service necessary to insure the reliable operation of the software product "CompuCourt" purchased

by COUNTY from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement.

Development and installation of new functions or enhancements to the existing software must be contracted separately and will result in an annual maintenance cost increase, to COUNTY, equal to 10% (ten percent) of the contracted price of the function(s) or enhancement. The added cost for maintenance is in addition to the allowable renewal rate increase described in Paragraph 5. The cost increase for maintenance of the added enhancement may be billed to COUNTY at the annual Agreement renewal date that follows the implementation of the contracted enhancement. This Agreement also allows CONTRACTOR to install non-contracted updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY administrators must be notified in advance, and agree to the installation of the non-contracted update.

B. Paragraph 3a is added to Paragraph 3 and made a part of

3a. It is hereby agreed that the annual cost of maintenance under this Agreement will be increased by \$4800.00 for product enhancements, requested by COUNTY (see attached Exhibit A Agreement C-38130 and Exhibits B and C).

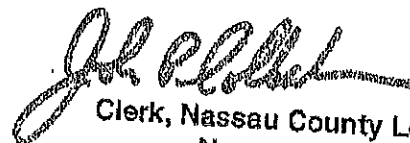
2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has

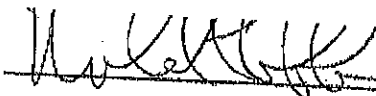
State of New York }
County of Nassau } SS.:

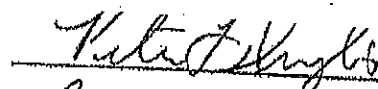
I, John P. Colbert, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS INC. on behalf of the N.C. Dept. of General Services on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 21st day of June 1999


Clerk, Nassau County Legislature
Nassau County, N.Y.

LE-3854 Rev.6/98.


DEPUTY COUNTY ATTORNEY *4/8/99*


PETER INGLIS
PRESIDENT

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 18 day of June, 1999.

APPROVED:

COUNTY OF NASSAU

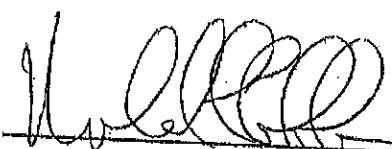
3-23-99



DEPARTMENT OF GENERAL SERVICES


DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.


DEPUTY COUNTY ATTORNEY 4/5/99


PETER INGULIS
PRESIDENT

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

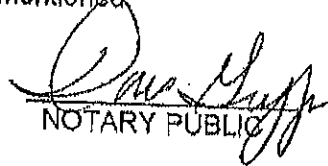
On this _____ day of _____, 1999, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned

NOTARY PUBLIC

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

On this 18 day of June, 1999, before me personally appeared Cheryl Petri, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4661899
Qualified in Nassau County
Commission Expires June 30, 1999
North Carolina


NOTARY PUBLIC

STATE OF ~~NEW YORK~~
COUNTY OF ~~NASSAU~~) Orange

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4661899
Qualified in Nassau County
Commission Expires June 30, 1999

On this 30 day of March, 1999, before me personally came Peter Inglis to me known, who being by me duly sworn, did depose and say: That he resides at 1611 Claym and that he is the President of Quest Computer Products the corporation described in and which executed the above agreement; and that he signed his name thereto by order of its Board of Directors. Chapel Hill NC 27516

My commission expires October 15, 2002

Asheleigh Clark Sumlin
NOTARY PUBLIC

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

On this _____ day of _____, 1999, before me personally came _____ to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID CLG500000011									
MO (2)	DY (2)	YH (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE			DEPT (2)		CONTRACT NUMBER (6)	
04	24	00	GEN	ENTER <input type="checkbox"/>	MODIFY <input type="checkbox"/>	CANCEL <input type="checkbox"/>	ENTER <input type="checkbox"/>	MODIFY <input type="checkbox"/>	CANCEL <input type="checkbox"/>	GS	T37111		
				CNTE <input type="checkbox"/>	CNTM <input type="checkbox"/>	CNTX <input type="checkbox"/>	CPEE <input type="checkbox"/>	CPEM <input type="checkbox"/>	CPEX <input type="checkbox"/>				

VENDOR INFO.

ID: VF

1127171778

01

Name: (30)

(30)

QUEST COMPUTER PRODUCTS, INC.

Address: (30)

(30)

1611 Claymore Road
Chapel Hill, NC 27516

(30)

YEAR-END ADJUSTMENT PERIOD

YR (2)

MO (2)

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID.				PART/ FINAL IND.	+	-	LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)				
1	GS	2100		5A5												
2																+ \$56,551.00
3																
4																

DOCUMENT DESCRIPTION: (30)

Software Maintenance 4-1-00 - 3-31-01

TOTAL AMOUNT

+ \$56,551.00

Compu Court

COMMENTS

Amending Software Agreement extending it thru 3/31/03.

Renewing it annually.

soft. maintenance - 4/1/00-3/31/01 \$41,551.00
4/1/01-3/31/02 \$47,628.55
4/1/02-3/31/03 \$50,009.98

Company Rep. - Peter Inglis

(919) 644-6593

consulting svc : \$15,000.00 max. per year

APPROVED BY:

[Signature]

BUDGET OFFICE

DEPARTMENT - PREPARED BY:

GINNY MANDATO

NAME

4-24-00

DATE

571-3086

PHONE

DEPARTMENT APPROVED BY:

NAME

Commissioner

TITLE

04-24-00

DATE

COMPTROLLER'S OFFICE CERTIFICATION:

I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

CONTRACT NUMBER

CLG500000011

AS PER CHARTER FOR
SECURITY PURPOSES

NAME

TITLE

DATE

6/1/00

CERTIFICATE OF ACCEPTANCE INTO NUMIS

I certify that this document was accepted into NUMIS.

NAME

DATE

CHECK IF THIS DOCUMENT IS CONTINUED!



PAGE

1 OF 1

THIS AMENDMENT TO AGREEMENT #C-37111 made the 5th day of May 2000, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 and amended March 30, 1999 is hereby amended and extended as follows:

A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:

2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2003. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

7

B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:

3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S Invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

<u>Period of service</u>	<u>Cost of service:</u>
April 1, 2000 through March 31, 2001	\$41,551.00
April 1, 2001 through March 31, 2002	\$47,628.55
April 1, 2002 through March 31, 2003	\$50,009.98

Payment for years 2 and 3 of the contract is contingent upon encumbrance of funds by County Comptroller and approval by the Nassau County Legislature.

C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

6. Consulting Service - Service requested by COUNTY that is not "maintenance" under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of \$150.00 per hour. COUNTY may also be billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed \$15,000.00 per annual maintenance period (April 1 to March 31). Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR'S Invoice and approved Claim Voucher.

D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRACTOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.

2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and amended on March 30, 1999, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement

State of New York }
County of Nassau } ss.:

I, Rocco A. Iannarelli, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS on behalf of the N.C. Dept. of General Services

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 9th day of August 2000

LE-3854, Rev. 1/00

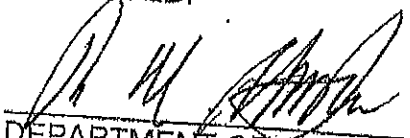
Rocco A. Iannarelli
Clerk, Nassau County Legislature
Nassau County, N.Y.

[Signature]
DEPUTY COUNTY ATTORNEY

[Signature]
PETER INGLIS, PRESIDENT

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the 8th day of August, 2000.

APPROVED:

 5-10-00
DEPARTMENT OF GENERAL SERVICES

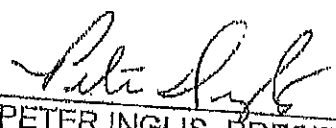
COUNTY OF NASSAU


DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

 8/11/00
DEPUTY COUNTY ATTORNEY

QUEST COMPUTER PRODUCTS, INC.


PETER INGLIS, PRESIDENT

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

On this 8th day of August, 2000, before me personally appeared Curtis S. Fisher Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

[Signature]
NOTARY PUBLIC
J. LINDARD JENNINGS
Notary Public, State of New York
No. 81-9488350
Qualified in Nassau County
Commission Expires 02-20-2001

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

On this _____ day of _____, 2000, before me personally appeared Judy Schwartz, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

NOTARY PUBLIC

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

On this 5 day of May, 2000, before me personally came Peter J. Inglis to me known, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore Rd Chapel Hill NC 27514 and that he/she is the President of the described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors.

[Signature]
NOTARY PUBLIC
Casswell Co. NC
My commission expires 05-02-2004

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

On this _____ day of _____, 2000, before me personally came _____ to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

COUNTY OF NASSAU

DEPARTMENT:

Department of General Services

DEPARTMENT REQUEST:

Quest Computer Products, Inc.
Agreement #C-37111

AGENCY:

Division of Data Processing

PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

Division of Data Processing, Mineola and
Nassau County Traffic & Parking Violations Agency, Hempstead


DEPARTMENT HEAD

E-59-03



Nassau County

Dept. of Information Technology

Contract Details / Routing Slip

Contract #: T-37111

NIFS Doc. #: CLIT03000012

Term 04/01/03 to 03/31/06

Time Ext ☒

Orig. Date _____

Amendment _____

Addl. Funds ☒New ☒

Renewal _____

Fund Gen Control IT Resp 10 Object 5A5

Vendor Name: Quest Computer Products, Inc.

Vendor ID: 112717177

Vendor Address: 1611 Claymore Road, Chapel Hill, NC 27516

SOURCE OF FUNDING

REVENUE \$ 67,510.48

% INCREASE _____

% DECREASE _____

EXECUTIVE ORDER #1

ATTACHED yes ☒ no _____

COUNTY \$ _____

FEDERAL \$ _____

STATE \$ _____

OTHER \$ _____

CAPITAL \$ _____

TOTAL \$ 67,510.48

INSURANCE REQUIRED?

YES ☒ NO _____

SECTION 32

ATTACHED yes _____ no ☒

IS THIS PROGRAM

MANDATED?

YES _____ NO ☒

RENEWAL

DATE REC'D	APPROVALS	DATE APP'D	SIGNATURE
5/14/03	Budget Office	5/14/03	[Signature]
	Deputy County Executive		
	Department Head		
5/15/03	Insurance (if Required) (2nd time)	5/15/03	[Signature]
5/15/03	County Attorney	5/15/03	[Signature]
	If Legislative approval required, see below.		
	Comptroller		
	County Executive Signature	5/16/03	SPW
5/27/03	App'vd for Submission Dir, Legislative Affairs	5/27/03	[Signature]
	Rules Approval Required	5/27	[Signature]
	Legislative Approval Required		

Legislative
Approval

COUNTY OF NASSAU

CONTRACT ADVISEMENT

CLIT03000012

DATE OF ADVISEMENT
MO DY YR
(2) (2) (2)
03-27-03

FUND
(3)
GEN

TRANSACTION CODE
ENTER ☒ CATE MODIFY ☒ CNTM CANCEL ☐ CNTX
NUMBER
(6)

PERPETUAL TRANSACTION CODE
ENTER ☐ CPEE MODIFY ☐ CPEM CANCEL ☐ CPEX
ADDR. CODE
(2)

DEPT
(2) GS
FF

CONTRACT
NUMBER
(6)
T-37111

VENDOR
INFO.

ID: 112717177 01

Name: (30)

(30)

Quest Computer Products, Inc.

Address: (30)

(30)

1611 Claymore Road
Chapel Hill, NC 27516

YEAR-END ADJUSTME
PERIOD

YR
(2)

MO
(2)

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MPU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.	+	-	LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (5)	REF. LINE NO. (4)				
5	IT	1000		5A5		GSTV10										
2																67,510
3																
4																
DOCUMENT DESCRIPTION: (30)																
Software Maintenance- 4-1-03-3-31-04																
TOTAL AMOUNT																67,510
																48

COMMENTS

Amending Software Agreement

Extending to term 3-31-06

Renewing to annually Software maintenance 4-1-03-3-31-04 = 67,510.48

4-1-04-3-31-04 = 67,516.00

4-1-05-3-31-04 = 67,592.80

Consulting services: \$15,000 max per year

Company Representative:

Peter Ingalls (919) 674-6355

DEPARTMENT PREPARED BY Malinda Bookwalter NAME: 5-02-03 DATE: 516-574-6625 PHONE:		COMPTROLLER'S OFFICE CERTIFICATION I hereby certify that an unencumbered balance sufficient to cover this contract is presently in the appropriation fund. CONTRACT NUMBER CLIT 03000012		CERTIFICATE OF ACCEPTANCE IN NUMIS I certify that this document has been accepted in NUMIS.		CHECK IF THIS DOCUMENT IS CONTINUED	
DEPARTMENT APPROVED BY NAME:		 NAME: DEPUTY COUNTY CONTROLLER TITLE:		 NAME:		DATE: 6/19/03	
DATE:		DATE: JUN 10 2003		DATE:		PAGE:	

THIS AMENDMENT TO AGREEMENT #C-37111 made the 24 days of April 2003 by and between the COUNTY OF NASSAU COUNTY, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF INFORMATION TECHNOLOGY (hereinafter referred to as "INFORMATION TECHNOLOGY") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc. having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 and May 5, 2000 for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, COUNTY and INFORMATION TECHNOLOGY are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The Agreement between the parties dated June 18, 1996 is hereby amended and extended as follows:
 - A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:
2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2006. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:

3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

<u>Period service</u>	<u>Cost service</u>
April 1, 2003 through March 31, 2004	\$52,510.48
April 1, 2004 through March 31, 2005	\$55,136.00
April 1, 2005 through March 31, 2006	\$57,892.80

C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

6. Consulting Service – Service requested by COUNTY that is not "maintenance" under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of \$165.00 per hour. COUNTY may also billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed ~~\$1,500.00~~ ^{15,000.00 @} per annual maintenance period (April 1 to March 31). Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR's invoice and approved Claim Voucher.

D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:

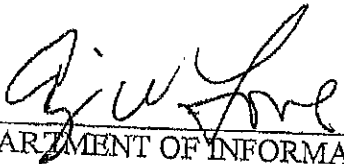
8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRATOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may install updates and/or improvements to the software that will not adversely affect performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.

2. Other than as hereinabove specially amended, the Agreement between the parties dated June 18, 1996, March 30, 1999, and May 5, 2000, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the ____ day of _____, 2003.

APPROVED:

COUNTY OF NASSAU

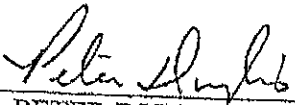

DEPARTMENT OF INFORMATION
TECHNOLOGY


DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.

DEPUTY COUNTY ATTORNEY


PETER INGLIS, PRESIDENT
Larson

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

On the 13th day of June in the year 2003 before me personally came Anthony Carcelleri to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC ROBYN S. RACE
Notary Public, State of New York
No. 01RA5078976
Qualified in Nassau County
Commission Expires June 2, 2007

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

On the 9 day of April in the year 2003 before me personally came Peter Larson Ingli's to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange N.C.; that he or she is the president of Quest Computer Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC LYNN R. KEOUGH
NOTARY PUBLIC, State of New York
No. 04KE3050656
Qualified in Nassau County
Commission Expires October 10, 2005

Howard S. Weitzman
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.

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

II. () The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. () This is a renewal, extension or amendment of an existing contract.

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

[describe procurement method, i.e., RFP, three proposals evaluated, etc.]

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

() A. The contract has been awarded to the proposer offering the lowest cost proposal;

or:

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

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

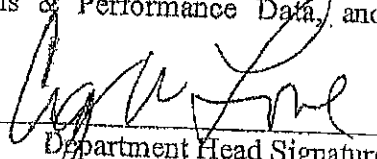
(X) A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals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

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

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

VI. () This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

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.


Department Head Signature

6/10/03
Date

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

Inter-Departmental Memo

To: Robyn Race
Nassau County Contracts Office

From: Craig Love, Commissioner
Department of General Services

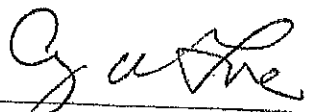
Date: March 27, 2003

Subject: Exec Order #1
Quest Computer Products, Inc.
Traffic Court System Software Maintenance Contract
Agreement C-37111

Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.



Craig Love
Commissioner



Nassau County

Dept. of Information Technology

Staff Summary

Subject
Maintenance for CompuCourt (TPVA)
Department
Information Technology/TPVA
Department Head Name
Craig W. Love
Department Head Signature
<i>Craig W. Love</i>
Project Manager Name Pat Riley
Phone Number 572-2654

Date	March 28, 2003
Vendor Name	Quest Communications, Inc.
Vendor ID#	112717177
Vendor Address	1611 Claymore Rd. Chapel Hill, NC 27516
Contract Number	C-37111
NIPS Document Number	CLIT03000012
Personal Services <input checked="" type="checkbox"/> Blanket Res. <input type="checkbox"/> Calendar <input type="checkbox"/>	
Bid Rules Comm.	
Contract Manager Name - Malinda Stockwell	
Phone Number (516-) 571-6625	

PURPOSE

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

METHOD OF PROCUREMENT

See attached executive order and department head justification.

PROCUREMENT HISTORY

See attached executive order and departmental head justification.

DESCRIPTION OF GENERAL PROVISIONS

This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2006. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with CONTRACTOR, while using the CompuCourt product in order to protect against critical system failures as well as routine service needs and repairs.

IMPACT ON FUNDING/PRICE ANALYSIS

Annual Software Maintenance: 04/01/03 - 03/31/04 = \$52,510.48

Consulting Services: \$15,000 (maximum per year)

RECOMMENDATION: approve as submitted

COUNTY OF NASSAU

DEPARTMENT:

Department of Information Technology

DEPARTMENT REQUEST:

Quest Computer Products, Inc.
Agreement #C-37111

AGENCY:

Information Technology

PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

Nassau County Department of Information Technology and Nassau County Traffic & Parking Violations Agency


DEPARTMENT HEAD

ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

Fund, Department, Control Center:

GEN IT 1000

Name of Contract:

Quest Computer Products, Inc.
Agreement #C-73111

Purpose of Contract:

Software maintenance service for software product CompuCourt which is used at Traffic & Parking Violations Agency.

What happens if Federal and/or State funding stops or is reduced during the term of this contract:

N/A

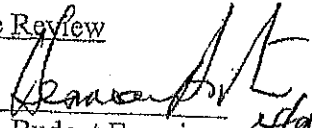
What are the consequences if this request is not approved:

Traffic & Parking Violations Agency fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal.

APPROVED:


DEPARTMENT HEAD

Budget Office Review

Reviewed by: 
Budget Examiner 4/9/03

Reviewed by: _____
Director

EXECUTIVE ORDER# 1-1993
COMPLIANCE CHECK LIST

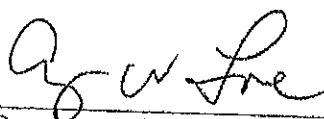
CONTRACTOR Quest Computer Products, Inc.

I. Executive order does not apply for the following reason:

- ☐ A. Contract is effective or services were obtained prior to September 7, 1993.
- ☐ B. Contract is a blanket resolution or a bid item.
- ☐ C. Contract is with a non-profit organization and not a personal service.
- ☐ D. Contract rate is fixed by the following Federal, State or County law or regulation _____.
- ☐ E. Advisement is for additional funds as provided by existing open ended contract.
- ☐ F. Original contract which was in compliance with Executive Order #1 provided for renewal.

II. Executive order does apply

- ☐ A. Attached is a memo from the department head that at least three proposals have been obtained and the contract has been awarded to the proposal of lowest cost.
- ☐ B. Attached is a memo from department head that at least three proposals have been obtained and justification as to reason contract was awarded to other than the proposal of lowest cost.
- ☒ C. Attached is a department head's justification for not obtaining at least three cost proposals. Justification could include: unique and special experience, skill or expertise, availability of proposer to perform in an immediate and timely manner, provider is a sole source supplier.



Department Head Signature

March 27, 2003

Date

QUEST
Computer Products, Inc.

1611 Claymore Road
Chapel Hill, NC 27516

March 4, 1999

John P. Colbert
Clerk of the Legislature
Nassau County, New York 11501

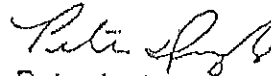
Dear Mr. Colbert:

Quest Computer Products, Inc. is a private corporation owned and managed by Peter Inglis.

Peter Inglis
CEO and President
1611 Claymore Road
Chapel Hill, NC 27516

I believe this satisfies the County's request for information.

Sincerely,



Peter Inglis
President

Telephone (919) 644-6593

Fax (919) 644-6690

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

03/27/20
3:13

DOCUMENT CATEGORY
ENTERED BY
DOCUMENT NUMBER
INPUT PERIOD (MM YYYY)
VENDOR NUMBER / SUFFIX
VENDOR NAME
VENDOR ADDRESS

: CL CONTRACT INCREASE /CHANGE TERMS
: STOCKWELL, MALINDA 1-6625
: CLIT03000012
: 03 2003 MARCH
: 112717177 01
: QUEST COMPUTER PRODUCTS, INC.
: 410-A MILLSTONE DRIVE

INITIATING DEPT : IT

APPROVAL TYPE : 01

COUNTRY
ALPHA VENDOR
BANK NUMBER
DUE DATE
DOCUMENT AMOUNT
NUMBER OF LINES
TRANSACTION CODE HASH
TERMS

HILLSBOROUGH
: USA
: QUEST COMPUTER PRODUCTS,

NC 27278

TREAS NO : T37111

SINGLE CHECK

CURRENCY CODE

RESPONSIBLE UNIT

NOTEPAD (Y OR N) : Y

POSTING/EDIT ERRORS
F1-HELP F2-SELECT
F7-VIEW DOC F8-SUBMIT
G014 - RECORD FOUND

F3-DELETE
F9-LINK

F4-PRIOR
F10-SAVE

F5-NEXT

F6-DTL ENTRY
F12-ADL FCTN

PARL4050 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

03/27/
3:2

DOCUMENT : CLIT030 00012 - 01 INPUT PER: 03 2003 AMOUNT :

67,51

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CNTEGST37111 04	
TRANS DESC.	:	SOFTWARE MAINTENANCE FOR TPVA	
TRANS AMOUNT	:	67,510.48	
INDEX	:	ITGEN1000	INFORMATION TECHNOLOGY
SUBJECT	:	DE5A5	SOFTWARE CONTRACTS
UCODE/ORD#/DRC	:	TV10	TITLE NOT ON FILE
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS : E024 E127

F1-HELP

F2-SELECT

F3-DELETE

F4-PRIOR

F5-NEXT

F7-VIEW DOC

F9-LINK

F10-SAVE

G008 - NEXT RECORD DISPLAYED

F12-ERRORS

RULES RESOLUTION NO. -2003

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY WITH QUEST
COMPUTER PRODUCTS, INC

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with QUEST
COMPUTER PRODUCTS, INC.

RULES RESOLUTION NO. 77-2003

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY WITH QUEST
COMPUTER PRODUCTS, INC

Passed by the Rules Committee

Nassau County Legislature

By voice vote on June 2, 2003

Voting: 9 ayes 0 nays 0 abstained

Legislators present 9

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with QUEST
COMPUTER PRODUCTS, INC.

Contract ID#: CNTEGST37111

Department: Information Technology**E-80-06****Contract Details**SERVICE Software MaintenanceNIPS ID #: CLIT06000006 NIPS Entry Date: 04/18/2006 Term: from 04/01/2006 to 03/31/2008

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(Amendment <u>54</u>) <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis Phone

County Department
Department Contact Mike Fischer
Address 160 Old Country Road, Mineola, NY 11501
Phone (516) 571-0106

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	APPROVAL	SIGNATURE	Leg. Approval Required
	Department	NIPS Entry (Dept) NIPS Appvl (Dept. Head)	<input type="checkbox"/>		
5/10/06	OMB	NIPS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/10/06	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	5/23 <i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIPS Approval	<input checked="" type="checkbox"/>	6/20 <i>[Signature]</i>	
	Comptroller	NIPS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/6/06 <i>[Signature]</i>	

E-80-06

RULES RESOLUTION NO. 184 2006

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 6-19-06

VOTING:

ayes 8 nays 0 abstained 0 recused 0

Legislators present: 8

WHEREAS, the County, acting on behalf of the Department of Information Technology, has negotiated an amendment to a personal services agreement with Quest Computer Products to provide software maintenance, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products.

Contract ID#: CNTEGST37111Department: IT

Contract Summary

Description:

Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

Method of Procurement:

See attached executive order and department head justification.

Procurement History:

See attached executive order and department head justification.

Description of General Provisions:

This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2008. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.

Impact on Funding / Price Analysis:

Annual Software Maintenance: 04/01/06 - 03-31/2007 = \$60,787.44
Consulting Services: \$15,000.00 maximum

If the County exercises their option, the second year Annual Software Maintenance contract (04/01/07 - 03/31/2008) will be \$63,826.81. Consulting Services will remain \$15,000.00 maximum.

4/1/07 - 3/31/08, \$63,826.81
(IF county decides to renew)

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	
Resp:	1400
Object:	DE
Transaction:	5AS

FUNDING SOURCE		AMOUNT
Revenue Contract	<input type="checkbox"/>	
County		\$75,787.44
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$75,787.44

LINE	INDEX/OBJECT CODE	AMOUNT
⑦	ITGEN1400/DE5AS	\$75,787.44
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$75,787.44

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

INSURANCE SECTION

Date: _____

NIPS Certification I certify that this document was accepted into NIPS. Name: <u>BR</u> Date: <u>7/3/06</u> PR5254 (8/04)		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present and an appropriation is encumbered. Name: <u>[Signature]</u> Date: <u>[Signature]</u>		County Executive Approval Name: _____ Date: _____	
--	--	---	--	--	--

Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4-4-1, 2006 (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 Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "DEPARTMENT"), and (ii) Quest Computer Products, having its principal office at 410 Millstone Drive, Hillsborough, NC 27278 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999, May 5, 2000 and April 9, 2003 (collectively, the "Original Agreement") for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2006 (the "Original Term");

WHEREAS, COUNTY and DEPARTMENT are desirous of amending said Agreement to extend the term of the Agreement and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. Term. Paragraph 2 in the Original Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:
 - a. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2007. COUNTY may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by CONTRACTOR and delivered to the COUNTY within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

2. Payment. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1st of each year that the Amended Agreement is in effect after COUNTY receives CONTRACTOR's invoice and approved COUNTY claim voucher (the "Voucher"). The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

	<u>Period service</u>	<u>Cost service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2006 through March 31, 2007	\$60,787.44
	April 1, 2007 through March 31, 2008	\$63,826.81

3. Consulting Services. Service requested by COUNTY that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services"), is billable at the CONTRACTOR'S hourly rate of \$165.00 per hour for Consulting Services (the "Rate"). COUNTY may also be billed for CONTRACTOR'S travel time at an hourly rate that is one-half of CONTRACTOR'S Rate. COUNTY will also be billed for CONTRACTOR'S documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the CONTRACTOR'S Consulting Services under the Amended Agreement shall not exceed \$15,000 per annual maintenance period (April 1 to March 31 of each year). Payment by COUNTY to CONTRACTOR for Consulting Services shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Voucher.
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement
the 4 day of APRIL, 2006.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 4/4/06

NASSAU COUNTY

By: Thomas W. Stokes
Name: Thomas W. Stokes
Title: Deputy County Executive
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

)ss.:

COUNTY OF Orange)

On the 4th day of April in the year 2006 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cindy Jordan
NOTARY PUBLIC

my commission expires: July 27, 2009

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16th day of July in the year 2006 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Frederick A. Suzel Jr.

FREDERICK A. SUZEL, JR.
NOTARY PUBLIC, State of New York
No 41-4781488
Qualified in Queens County
Commission Expires February 28, 2010

Contract ID#: CNTEGST37111



Department: Information Technology

E-41-08

Contract Details

NIFS ID #: CLT08000002

NIFS Entry Date: 02/19/2008

SERVICE: Software Maintenance (one year renewal)

Term: from 04/01/2008 to 03/31/2009

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment (#5) <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Add. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#:

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

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189-01
Address 410-A Millstone Drive Killsborough, NC 27778	Contact Person Peter Inglis
	Phone (919) 644-6593

County Department	
Department Contact Carl Bejato	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country Road Mineola, NY 11501	
Phone (516) 571-6135	

Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	Loc. Approval Required
2/25/08	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input type="checkbox"/>	2/25/08 [Signature]	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	2/25/08 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/26/08	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/26/08 [Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	2/28/08 [Signature]	
2/27/08	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/27/08 [Signature]	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/27 [Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/20/08 [Signature]	

Contract ID#: ONTEGST37111Department: Information Technology

Contract Summary

Description:	One year renewal 04/01/08-03/31/09.	Software Maintenance
Purpose:	Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency. [Extend term one year, to 3/31/09.]	
Method of Procurement:	See attached executive order and department head justification. (sole source provider)	
Procurement History:	See attached executive order and department head justification.	
Description of General Provisions:	This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2009. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.	
Impact on Funding / Price Analysis:	Annual Software Maintenance: 04/01/08 - 03/31/2009 = \$67,018.15 Consulting Services: \$15,000.00 maximum	
	If the County exercises their option, the second year Annual Software Maintenance contract (04/01/09 - 03/31/2010) will be \$70,368.94. Consulting Services will remain \$15,000.00 maximum.	
Change in Contract from Prior Procurement:		
Recommendation:	Approve as submitted.	

Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 67,018.15
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 67,018.15

LINE	INDEX OBJECT CODE	AMOUNT
10	ITGEN1400/DE5A5	\$ 67,018.15
9		\$ 15,000
3		\$
4		\$
5		\$
6		\$
APPROVED: <i>J. Dmatis 3/26/08</i>		
INSURANCE SECTION		
TOTAL		(DATE) 3/26/08
		\$ 67,018.15

Document Prepared By: _____

I certify that this document was accepted into MFS. Name: <u>B.M.</u> Date: <u>4/15/08</u>		I certify that an unencumbered balance sufficient to cover the contract is present in the appropriation to be charged. Name: <u>CLITE 8000002</u> Date: <u>4/28/08</u>	
		E #: (For Office Use Only)	

Amendment # 5

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of February 7, 2008 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

WITNESSETH:

WHEREAS, County and Contractor have heretofore on July 11, 1996 entered into a written agreement, amended on June 18, 1999, August 8, 2000, April 9, 2003 and July 10, 2006 (as amended, the "Original Agreement"), for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2008 (the "Original Term");

WHEREAS, County and Department are desirous of amending the Original Agreement to extend the Original Term and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2009. County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with Contractor, in force, while using the CompuCourt product.
2. Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1st of each year that the Amended

RULES RESOLUTION NO. - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE
DEPARTMENT OF INFORMATION TECHNOLOGY AND QUEST COMPUTER
PRODUCTS

WHEREAS, the County has negotiated an amendment to a personal services
agreement with Quest Computer Products for software maintenance 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 amendment with Quest
Computer Products, Inc.

Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the service as agreed upon between the County and Contractor is as follows:

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2008 through March 31, 2009	\$67,018.15
	April 1, 2009 through March 31, 2010	\$70,368.94

3. Consulting Services. Service requested by County that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services") is billable at the Contractor's hourly rate of One Hundred Sixty-Five and 00/100 Dollars (\$165.00) per hour for Consulting Services (the "Rate"). County may also be billed for Contractor's travel time at an hourly rate that is one-half of Contractor's Rate. County will also be billed for Contractor's documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Consulting Services under the Amended Agreement shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000) per annual maintenance period (April 1 to March 31 of each year). Payment by County to Contractor for Consulting Services shall be payable in arrears upon receipt of Contractor's invoice and approved Voucher.
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

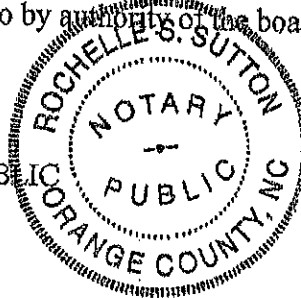
STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF Orange)

On the 6th day of February in the year 2008 before me personally came Peter L. Ingles to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Products Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Rochelle S. Sutton
my Commission Expires:
4/12/2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

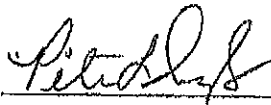
On the 28th day of April in the year 2008 before me personally came Thomas W. Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

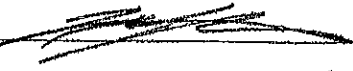
Frederick A. Suzel Jr.
FREDERICK A. SUZEL JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01504761488
Qualified in Queens County
My Commission Expires February 28, 2010

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

QUEST COMPUTER PRODUCTS, INC.

By: 
Name: Peter C. Inc.
Title: President
Date: 2/6/2008

NASSAU COUNTY

By: 
Name: Thomas W. Stokes
Title: Deputy County Executive
Date: 4/28/08

PLEASE EXECUTE IN BLUE INK

**Quest Computer
Products, Inc.**

410-A Millstone Drive
Hillsborough, North Carolina 27278
919-644-6593 Fax 919-644-6690

INVOICE

INVOICE NO: 1387
DATE: Jan 10, 2008

To: County of Nassau
Department of Information Services
160 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2008	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2008 to 03-31-2009		\$ 67,018.15
SUBTOTAL			\$ 67,018.15
SALES TAX			
TOTAL DUE			\$ 67,018.15

THANK YOU FOR YOUR BUSINESS!

QUEST

Computer Products, Inc.

410-A Millstone Drive
Hillsborough, NC 27278

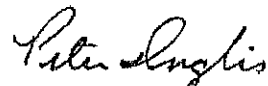
January 17, 2008

Peggy Brown
County of Nassau
160 Old Country Road
Mineola, NY 11501

Dear Ms. Brown:

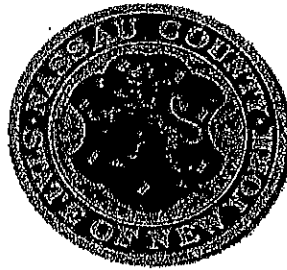
The charge for an additional year of CompuCourt support (April 1, 2009 – March 31, 2010) will be \$70,368.94. This charge reflects a 5% increase over the charge for the period April 1, 2008 – March 31, 2009.

Sincerely,



Peter Inglis
President,
Quest Computer Products, Inc.

Howard S. Weitzman
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: Quest Computer Products

CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

FEDERAL TAX ID: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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


Department Head Signature

Date

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

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

THOMAS R. SUOZZI
COUNTY EXECUTIVE



ROBERT J. CHECCA
COMMISSIONER

Department of Information Technology
160 Old Country Road
Mineola, NY 11501
Phone: (516) 571-4265
Fax: (516) 571-3918

Date: May 22, 2007

To: Susan Zecca, Comptroller's Office

From: Robert J. Checca

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

THOMAS R. SUOZZI
COUNTY EXECUTIVE



PATRICIA M. REILLY
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

DISCLOSURE FORM

Contract # CQCW03000893

Quest Computer Products, Inc.
410-A Millstone Drive
Hillsborough, NC 27278

(919) 644-6593

Sole Owner: Peter Inglis

FROM : Quest Computer Products Inc.

PHONE NO. : 919 644 6690

Jan. 18 2008 12:46PM P2



North Carolina Farm Bureau Insurance Group

Ph. (919) 739-8891 • 515 Valley Forge Road • Hillsborough, NC 27278

Dale Dixon
Agency Manager

18 January 2008

Nassau County Traffic & Parking Violations Agency
16 Cooper Street
Hampstead, NY 11550

Mr. Peter Inglis has a current policy with us. Policy dates are 01/17/2008 thru 01/17/2009. He has a BSN(Business Owner policy) covering his personal equipment with a one million dollar per occurrence liability rider.

A handwritten signature in black ink, appearing to read "Dale Dixon".

Dale Dixon
North Carolina Farm Bureau
Agency Manager
Hillsborough, NC 27278



**Nassau County Information Technology
Inter Departmental Memo**

To: Elizabeth Botwin, Chief Deputy Comptroller, Comptroller's Department
From: Robert Checca, IT Commissioner
Date: February 20, 2008
Subject: Evaluation of Contractor Performance
Quest Computer Products, CNTEGST37111

Evaluation of Contractor Performance

Quest Computer Products

Maintenance Services for the Software Product CompuCourt

Nassau County entered into contract extension with Quest Computer Products on 04/01/2008. The consultant has performed at or above the standards set forth in the contract.

Has the Consultant operated within the timeframe set forth in the contract?

☒ Yes ☐ No

Has the Consultant operated within the budget set forth in the contract?

☒ Yes ☐ No

Has the consultant submitted deliverables as set forth in the contract?

☒ Yes ☐ No

Has the consultant met all obligations as set forth in the contract?

☒ Yes ☐ No

The IT Department has rated the work of Quest Computer Products as **Excellent**. The IT Department has been monitoring their performance with satisfaction and wish to extend the term of the contract for an additional twelve months.


Robert Checca, IT Commissioner

100

PAIGE BINKLEY AND TRUST COMPANY
1900 S. BUCKINGHAM STREET, CHICAGO, ILL.

217/2808

256700



50 YEARS

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4

Contract ID#: CNTEGST37111



Department: Information Technology

Contract Details

NIFS ID #: CLIT09000003

NIFS Entry Date: 03/03/2009

SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2009 to 03/31/2010

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <u>(#6)</u> <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input checked="" type="checkbox"/> RES#

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

Agency Information

Name <u>Quest Computer Products, Inc.</u>		Vendor ID# <u>561853 189-01</u>
Address <u>410-A Millstone Drive Hillsborough, NC 27278</u>		Contact Person <u>Peter Inglis</u>
		Phone <u>(919) 644-6593</u>

County Department	
Department Contact <u>Carl Bejarano</u>	****Please return the final, approved contract to Peggy Brown
Address <u>160 Old Country Road Mineola, NY 11301</u>	
Phone <u>(516) 571-6135</u>	

Routing Slip

Department	Internal Verification	Signature	Required
Department	NIFS Entry (Dept) NIFS Appl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input type="checkbox"/>		
OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>3/10/09</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/11/09</u> County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>3/11/09</u>	
County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>3/11/09</u>	
Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>		
County Attorney	NIFS Approval <input type="checkbox"/>		
Comptroller	NIFS Approval <input type="checkbox"/>		
County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>4/2/09</u>	

Contract ID#: CNTEGST37111Department: Information Technology

Contract Summary

Description: One year renewal 04/01/09-03/31/10.	(see paragraph #1 of amendment #5. County may renew agreement for one additional one-year term)
Purpose Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.	
Method of Procurement: See attached executive order and department head justification.	
Procurement History: See attached executive order and department head justification.	
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2010. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.	
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/09 - 03/31/2010 = \$70,368.94	
Change in Contract from Prior Procurement:	
Recommendation: Approve as submitted.	

Advisement Information

FUNDING CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 70,368.94
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 70,368.94

FUNDING CODE	AMOUNT
(11) ITGEN1400/DESA5	\$ 70,368.94
3	\$
5	\$
INSURANCE SECTION	\$ (DATE)
TOTAL	\$ 70,368.94

Document Prepared By: _____

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name	(BSM)	Name	CHIT09000003	Date	4/2/09
Date	3/31/09	Date		(For Office Use Only)	
				E #:	

Amendment # 6

THIS AMENDMENT dated as of March 03, 2009 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006 and April 28, 2008 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2009 with an option to renew for an additional one year term (the "Original Term");

WHEREAS, The CompuCourt License agreement requires the COUNTY to retain the Contractor to provide maintenance and [REDACTED] using the CompuCourt license;

WHEREAS, County and De [REDACTED] Original Agreement in accordance with the terms and conditions set forth therein;

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2010 ("Amended Term").

2. Payment. The annual cost for the Services provided during the Amended Term shall be Seventy Thousand Three Hundred and Sixty-eight and 94/100s Dollars (\$70,368.94) which amount shall be due and payable on April 1, 2009 or as soon thereafter as a Voucher is received and approved by the County.

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

The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Ingulis

Name: Peter L. Ingulis

Title: President

Date: 3/6/2009

NASSAU COUNTY

By: Thomas W. Stokes

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 4/2/09

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF ORANGE)

On the 6 day of MARCH in the year 2009 before me personally came Peter L. Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of QuestConline Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC NOTARY

PUBLIC

PERSON COUNTY, NC

STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU)

On the 2nd day of April in the year 2009 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FREDERICK A SUZEL JR
FREDERICK A SUZEL JR.
NOTARY PUBLIC-STATE OF NEW YORK
No. 01504751488
Qualified in Queens County
My Commission Expires February 28, 2010



E-111-17

Contract ID:CNTEGST37111

Department: Information Technology

Capital:

SERVICE: Software Maintenance

NIFS ID #:CLIT17000001 NIFS Entry Date: 21-FEB-17

Term: from 01-APR-17 to 31-MAR-18

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

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

Vendor Info:	
Name: Quest Computer products	Vendor ID#: 561853189-01
Address: 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person: Peter Inglis
	Phone: 919-644-6593

Department:
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old country Road, Mineola, NY 11501
Phone: 516-571-3159

Routing Slip

Department	NIFS Entry: X	23-FEB-17 -- VMANUCHA
Department	NIFS Approval: X	07-MAR-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	20-MAR-17 -- MRONAN
County Atty.	Insurance Verification: X	07-MAR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	07-MAR-17 -- DMCDERMOTT

Dep. CE	Approval: X	20-APR-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	21-MAR-17 -- MREYNOLDS
Legislature	Approval: X	09-MAY-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	18-MAY-17 -- RBURKERT
NIFA	NIFA Approval: X	18-MAY-17 -- MKWIATKOWSKI

Contract Summary

Purpose: One year maintenance renewal 04/01/17-03/31/2018. Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification
Procurement History: See attached executive order and department head justification.
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and now being extended further until March 31, 2017. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the Contractor, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/2017 to 3/31/2018 = 98,073.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1400	Revenue		19	ITGEN1400/DE5A5	\$ 98,073.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 98,073.00			\$ 0.00
Object:	DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 98,073.00		TOTAL	\$ 98,073.00
% Increase						
% Decrease						

E-111-17

RULES RESOLUTION NO. 143-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY AND QUEST COMPUTER
PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-8-17
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. to provide support and maintenance for the software for the Traffic Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Quest Computer Products, 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: Quest Computer Products

CONTRACTOR ADDRESS: 807 Westbourne Grove court, Colfax, NC 27235

FEDERAL TAX ID #: 561853189-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. {X} This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).

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

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

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

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

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

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



Department Head Signature

2/23/17

Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No CAMPAIGN CONTRIBUTIONS

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

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

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

Vendor: Quest Computer Products, Inc.

Dated: 1/26/17

Signed: Pete Larson English

Print Name: PETER LARSON ENGLISH

Title: PRESIDENT

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

none

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

none

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

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

none

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

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

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

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

Dated: 1/26/17

Signed:

[Signature]

Print Name:

Peter C. Taglia

Title:

President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name PETER LARSON INGLIS
Date of birth 4 / 19 / 197
Home address 807 WESTBOURNE GROVE CT.
City/state/zip COLFAX, NC 27235
Business address 807 WESTBOURNE GROVE CT.
City/state/zip COLFAX, NC 27235
Telephone 336 833 3260
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 4 / 1 / 1985 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. 100% owned by PETER LARSON INGLIS
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO ☒ If Yes, provide details.

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

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

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

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

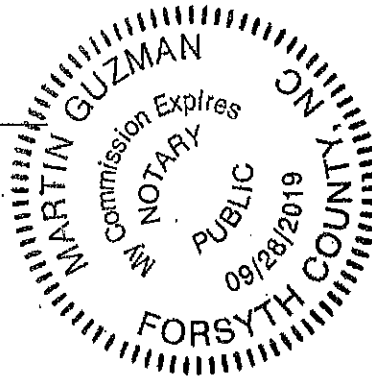
CERTIFICATION

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

I, Peter L. Inglis, 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 27th day of January 2017

Martín Guzman
Notary Public



Quest Computer Products Inc
Name of submitting business

Peter Inglis
Print name

Peter L. Inglis
Signature

President
Title

1 / 27 / 17
Date

Business History Form

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

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

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

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

Date: 1/26/17

- 1) Proposer's Legal Name: QUEST Computer Products, Inc
- 2) Address of Place of Business: 807 WESTBORNE Grove Ct. COLFAX, NC. 27235

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 336 833 3260

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 56-1853189

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

IF A QUESTION OF A CONFLICT OF INTEREST ARISES, THE COUNTY ATTORNEY'S OFFICE WILL BE CONTACTED FOR A DETERMINATION.

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

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

- i) Date of formation;
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Great Neck Plaza

Contact Person Pat Wolfe

Address 2 Gussack Plaza

City/State Great Neck, NY 11022

Telephone 516-482-4500

Fax # 516-482-3503

E-Mail Address _____

Company Village of Farmingdale
Contact Person CHERYL CAUTHERS (court clerk)
Address 361 MAIN STREET
City/State FARMINGDALE NY 11735
Telephone 516-293-2292
Fax # 516-249-0355
E-Mail Address _____

Company Village of Rockville Centre
Contact Person CHRIS TARPINIAN (court clerk)
Address PO BOX 950
City/State Rockville Centre NY 11571
Telephone 516-628-9289
Fax # _____
E-Mail Address _____

From: Pete Inglis
Sent: Friday, April 21, 2017 3:12 PM
To: Manucha, Vandana
Subject: Re: Please email Quest's state of Incorporation, it's missing on the BHF

\$259,000 for 2016

On 4/21/2017 1:51 PM, Manucha, Vandana wrote:

Hello Peter,

Revenue. Please provide the Answer to that.

Thanks,
Vandana

Professional Qualifications

Quest Computer Products, Inc. was Incorporated in 1985 as a Subchapter S Corporation. This company is wholly owned by Peter Inglis and has been in business for 31 years. The number of employees has varied from 1 to 4. Currently there is 1.

Quest has produced proprietary software packages to address the needs of many Long Island Municipalities.

Recreation Department Software

Parking Permits Software

Fire Department Software

Property Tax Software (ProTax)

Village Court Software (CompuCourt for Villages)

TPVA Court Software (CompuCourt for NC-TPVA)

The NC-TPVA court software was installed in 1995. Quest has supported the software for the last 21 years.

[REDACTED]

From: Pete Inglis [REDACTED]
Sent: Friday, April 21, 2017 3:12 PM
To: Manucha, Vandana
Subject: Re: Please email Quest's state of incorporation, it's missing on the BHF

\$259,000 for 2016

On 4/21/2017 1:51 PM, Manucha, Vandana wrote:

Hello Peter,

Revenue. Please provide the Answer to that.

Thanks,
Vandana

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

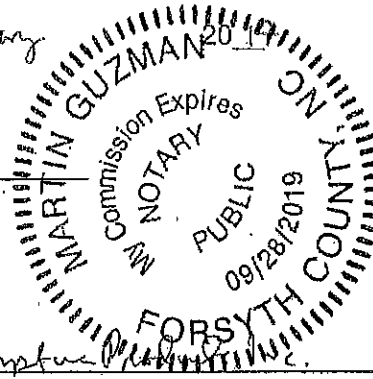
CERTIFICATION

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

I, Peter L Inglis, 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 27th day of January

[Signature]
Notary Public



Name of submitting business: Quest Computer Products, Inc.

By: Peter L Inglis

Print name

[Signature]
Signature

President
Title

1 / 27 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: QUEST Computer Products, Inc.

Address: 807 WESTBOURNE Grove Ct.

City, State and Zip Code: COLFAX, NC 27235

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp S-CORP ☐ Other (specify)

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

PETER INGLIS

807 WESTBOURNE Grove Ct.

COLFAX, NC 27235

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.

PETER INGLIS

807 WESTBOURNE Grove Ct.

COLFAX, NC 27235

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

none

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

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

none

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

NOT APPLICABLE

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

NOT APPLICABLE

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

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

Dated: 1/26/17

Signed: Peter Ingulis

Print Name: PETER INGULIS

Title: President

Amendment #14

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended hereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013, May 9, 2014, June 4, 2015 and May 19, 2016 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2017 (the "Original Term"); and

WHEREAS, ComputCourt License agreement #C-34861 dated November 1, 1994 requires the County to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Contractor desire to renew and extend the Original Agreement in accordance with the terms and conditions set forth herein; and

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

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

1. Term Renewal. The Original Term shall be renewed for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2018. Notwithstanding the foregoing, the County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
2. Payment. The fees under this Amendment Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Ingalls
Name: PETER L. INGALLS
Title: President
Date: 1/26/17

NASSAU COUNTY

By: Edward H. Waack
Name: EDWARD H. WAACK
Title: Deputy County Executive
Date: 5/19/17

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

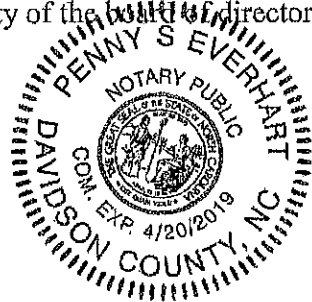
) ss.:

COUNTY OF FORSYTH)

On the 26 day of Jan in the year 2017 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the president of Quest Computer Products Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Penny S. Everhart



STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU)

On the 19 day of May in the year 2017 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Jaclyn Delle

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

Exhibit A

**Quest Computer Products
TPVA CompuCourt Maintenance Fee Schedule
April 1, 2017- March 31, 2018**

<u>Period of Service</u>	<u>Cost of Service</u>
April 1, 2017 through March 31, 2018	\$98,073.00

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

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 Colonial Insurance Agency Hillsborough PO Box 490 HILLSBOROUGH NC 27278		CONTACT NAME: PHONE (919) 732-2191 FAX (919) 732-2192 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co INSURER B: TRAVELERS INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Quest Computer Products Inc. 807 Westbourne Grove Court Colfax NC 27235		NAIC # 25658	

COVERAGES

CERTIFICATE NUMBER: CL1622401474

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1468M227-16-42	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 AIO: \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A						PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate holder is additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER**CANCELLATION**COUNTY OF NASSAU
STATE OF NEW YORK
1 WEST STREET
MINEOLA, NY 11501

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

AUTHORIZED REPRESENTATIVE

CARLA MOORE/CARLA

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Quest Computer Products, Inc.

807 Westbourne Grove Ct.
Colfax, North Carolina 27235
336-833-3260

INVOICE

INVOICE NO: 1645
DATE: Jan 2, 2017

To: County of Nassau
Department of Information Services
240 Old Country Road
Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2017	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement For period 04-01-2017 to 03-31-2018		\$98,073.00
SUBTOTAL			\$ 98,073.00
SALES TAX			
TOTAL DUE			\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!

The first part of the paper discusses the importance of the study and the objectives of the research. It then proceeds to a literature review, followed by a description of the methodology used in the study. The results of the study are presented in the next section, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The study was conducted in a laboratory setting, using a series of experiments to measure the effects of the treatment on the response of the subjects. The results of the study are presented in the next section, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

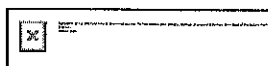
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Labas, Patricia

From: Verizon Notification <verizon-notification@verizon.com>
Sent: Monday, April 16, 2018 11:34 AM
To: Labas, Patricia
Subject: Friendly payment reminder

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.



Payment on your Verizon account is past due.

Payment on your Verizon account ending in 156-0001 was due 4/15/2018 in the amount of \$111.98.

We've made it easy for you to make a payment 24 hours a day, 7 days a week. Pay with any of the options below and we will receive immediate notification of your payment.

- My Fios app - works for non-Fios customers too
- Pay online at verizon.com/payonline
- Pay by Phone at 1.800.Verizon (1.800.837.4966) (\$3.50 vendor fee applies)

If you've already made this payment, thanks.

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Ensure Verizon emails reach your inbox by adding verizon-notification@verizon.com to your "safe" email list. Your email provider can provide instructions on how it works.

This email has been sent from an auto-notification system that cannot accept incoming email.

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