

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:		1	•
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 ****P copy to Vandana Manucha***	Please return final, scale
Address: 240 Old Country Road	P-3
Mineola, NY 11501	
Phone: 516-571-4311	- 10 m
	The second secon

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

Mcthod 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	
Fund:	ITGEN1400
Control:	
Resp:	
Object:	DE5A5
Transaction:	
Project #:	
Detail:	

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 98,073.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 98,073.00

LINE	INDEX/OBJECT CODE	AMOUNT
20	ITGEN1400/DE5A5	\$ 98,073.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 98,073.00

NIFA

1. Vendor: Quest Computer products

Contract ID

Nassau County Interim Finance Authority

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

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 If amendment \$ amount should be full amount of amendment only	the amount previously approved by NIFA
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 Syste	em
4. Funding Source:	
X General Fund (GEN) Grant Fund (GRT)	
Capital Improvement Fund (CAP) Other	Federal % 0
Other	State % 0 County % 100
Is the cash available for the full amount of the contract?	Υ
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 whic	h this approval is requested:
One year maintenance renewal 04/01/17-03/31/2019. Critical mused at the Traffic & Darking Violations Agency	naintenance services for the software product CompuCourt which
6. Has the item requested herein followed all proper procedures an	d 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	I for this item was provided:

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

Amount

Date

AUTHORIZATION

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

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



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 Compu	ter Products	
CONTRACTOR ADDRESS: 213 Oonoga Way, Loudon, TN 37774 FEDERAL TAX ID #: 561853189-01		
<u>Instructions:</u> Please check the appropria	nte box ("\overline{\text{\pi}}") after one of the following ested information.	
I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened.	est, responsible bidder after advertisement after a request for sealed bids was published [newspaper] on [date] [#] of	
II. The contractor was selected pursua the Contract was entered into after a written required [date]. Potential proposers were made aware of the Inewspaper advertisement, posting on website, ma	uest for proposals was issued one availability of the RFP by	
received and evaluated. The of:	[date]. [#] proposals were evaluation committee consisted	
	[list members]. The proposals were scored and	

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.

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

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

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, {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: \Box 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



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions a Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
Nine	
Vendor authorized as a signatory of the The undersigned affirms and so swears statements and they are, to his/her know The undersigned further certifies and af	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental
Dated: \\ 31 \ 18	Vendor Quest Computer Broducts, Inc Signed: Meta Llylo Print Name: Peter L. Inquis
	Title: President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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 an 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 Ope Space and Parks Advisory Committee and Planning Commission. Such matters include, but ar 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:		
'V Minda		

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
None
Mone
The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
none

employment, you must attach a copy of stemployment is oral, attach a written states of retainer or employment does not contain the been authorized to lobby, separately	arch document; a ment of the subsin a signed author attach such a wation or any of itate Election Lasure, or (b), begais disclosure an following Nassior any of the folthe Comptroller	tance thereof. If the written agreement orization from the client by whom you ritten authorization from the client. Its corporate officers provided campaign w in (a) the period beginning April 1, duning April 1, 2018, the period d ending on the date of this disclosure, au County elected officials or to the lowing Nassau County elected offices:
non a		
The square residual transfer and assessment of the square state of	***************************************	
I understand that copies of this f Information Technology ("IT") to be post		nt to the Nassau County Department of cy's website.
I also understand that upon term give written notice to the County Attorne		ner, employment or designation I must 30) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to		
The undersigned further certifies and affinited above were made freely and withous benefit or in exchange for any benefit or i	it duress, threat	
Dated: 1 31 18	Signed:	Peter L. Inaus
	Print Name:	Peren L. Inaus
	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 link, if you need more space to answer any question, make as many photocopies of the appropriate page(a) as necessary and attach them to the questionnairs.

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 Paras L. INGLIS
	Date of birth 4 /19 / 19 4-7
	Home eddress 213 Oceana Way
	City/state/zip 1-0 up on TN 37774
	Business address 213 Opvoca Usy
	City/state/zip Loubon TH 37774
	Telephone 919-260-1972
	Other present address(es)
	Pata July to the leading
	Talephone
	Telephone List of other addresses and telephone numbers attached
	Positions held in submitting business and starting date of each (check all applicable) President 10 / 1/1994 freasurer 10 / 1994 Chairman of Board
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. Owner of Guest Complete Product inc.
4.	Are there any outstanding loans, guarantees of any other form of security or lesse 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.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES V NO provide details.		
Pro	NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.			
7.	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:			
	а.	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 lany 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 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 <a> If Yes, provide details for each such charge.		
	b)	is there any misdemeanor charge pending against you? YES NO YES NO 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.		

	е)	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,	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a leal owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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, Perent Tracis, 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 15day of March 2018	
Notary Public 10-11-2020	STAIL OF TENNESSEE NOTARY PUBLIC
Quest Computer Propuels, Inc. Name of submitting business	COLOON COUNTY COLOR
PETER INGLIS	
Print name Pite Lal	
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.

QU	ESTIONS).
Dat	e: 131/18
1)	Proposer's Legal Name: Quest Computer Propuets, Inc
2)	Address of Place of Business: 213 Oo Noga Way
List	all other business addresses used within last five years: 07 WestBourne Grove Ct., Cocean NC 27235
	Mailing Address (if different):
Pho	one:336-833-3260
Do	es the business own or rent its facilities? OUN
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: <u>56-1853189</u>
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 V 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 _v If Yes, provide details
10)	las 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)	las the proposer, during the past seven years, been declared bankrupt? Yes No f 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)	n 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 out 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 No No 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 _v 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.
business h	(5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance
pay any a limited to	ust (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a det	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
17) Conflict of a) con	
	(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.
	(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.
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 ARREST, THE COUNTY ATTORNEYS OFFICE WILL BE CONTROLD FOR A DESCRIPTION.

see attacked

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:

- () Date of formation;
- li) 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 Appropriate Lucromation.

has provided similar services or who are qualified to evaluate the Froposer's capability to See.

perform this work.

Company

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

D. Provide names and addresses for no fewer than three references for whom the Proposer

Quest Computer Products, Inc.

- Founded October 1, 1984 as a Subchapter S Corporation. In business for 34 years.
- Wholly owned by Peter L. Inglis who is the sole executive.
- Peter Inglis, the only officer, resides at 213 Oonoga Way, Loudon TN 37774.
- ly 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 CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDES SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECTIBLE OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSPANSIBLE STATEMENT TO CRIMINAL CHARGES.	RING THE TTO THE PRESENT
the items contained in the foregoing pages of this questionnaire and the frattachments; that I supplied full and complete answers to each item there knowledge, information and belief; that I will notify the County in writing of circumstances occurring after the submission of this questionnaire and be the contract; and that all information supplied by me is true to the best of information and belief. I understand that the County will rely on the information are additional inducement to enter into a contract with the supplier.	ollowing pages of in to the best of my fany change in sfore the execution of my knowledge, ation supplied in this
Sworn to before me this 7 day of March 2018 Notary Public 4	STATE OF TENNESSEE ** NOTARY PUBLIC
Name of submitting business Overt Computer Providence By: Peter L. Trogus Print name Signature President Title 3 77 72018 Date	

COUNTY OF NASSAU

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

1. Name of the Entity: Quest Computer Products, Inc.
MID Dance Way
37774 TN 37774
2. Entity's Vendor Identification Number: 56-1853189
2. Entity's Vendor Identification (venture) Postpereiro Joint Venture
3. Type of Business: Public Corp Partnership Joint Venture Other (specify)
Ltd. Liability CoClosely Held CorpOther (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):
Power D NG LI
my for for large la family
Lousen, TN 32774
The state of the s
The state of the s
The state of the s
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 Langell
213 Consequidar
40 WD M TN 13777 +

age 2 of 4
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

.

.

Page 3 of 4

(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):
Mone
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: 13/18 Signed: Peter L. Inquis Title: PRESIDENT
Print Name: PETER L. INGLIS
Title: PRESIDEAT

Page 4 of 4

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

Amendment #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. <u>Term Renewal</u>. 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. <u>Full Force and Effect</u>. 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.	P9 182A
By: Net Lliglis	
Name: PETER L. INGCIS	
Title: Presiding	
Date: 1/31/18	
NASSAU COUNTY	
Ву:	
Name:	
Title: Deputy County Executive	
7 7	

PLEASE EXECUTE IN BLUE INK

pg 2 of 2A STATE OF TENNESSEE)) ss.; COUNTY OF LOUDON) On the 31st day of Tanuary in the year 2018 before me personally came Yeter L. Milo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Lowon; that he or she is the of 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. My Commission Expire 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

NOTARY PUBLIC

Government Law of Nassau County.

Exhibit A

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

Period of Service
April 1, 2018 through March 31, 2019

<u>Cost of Service</u> \$98,073.00

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

Jary 7th, 2018

utive Order
t Computer Products, Inc
c Court System Software Maintenance Contract
ement C-37111

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

INC-TPVA fine collection revenues would be stopped and/or lost dentime. The cost of a system repair, when no service contract is in pet of the annual contract renewal, Vendor response to service requebasis 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 policies.

this ce	ertificate does not confer rights to	the c	ertífic	cate holder in lieu of such	endors	sement(s).			4a		
PRODUCE					CONTAC NAME:	T Bob Elliott					
Carriage	Hill Insurance				PHONE (A/C, No, Ext): (865) 988-3777 (A/C, No): (865) 988-0101						188-0101
840 High	way 321 N.				E-MAIL bob@carriagehillinsurance.com ADDRESS:						
							JURER(S) AFFOR	DING COVERAGE			NAIC #
Lenoir Ci	ty			TN 37771	INSURE	The Diese	enix Insurance				
INSURED					INSURE						
	Quest Computer Products Inc.				INSURE						
213 Oonoga Way					INSURE	····					
1	Loudon, Tn 37774				INSURE						
					INSURE						
COVER	AGES CER	TIFIC	ATE	NUMBER: CL183815712				REVISION NUM	BER:		
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	OWNED SCHEDULED				ļ			BODILY INJURY (Pe	er accident)	\$	
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OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A						E.L. DISEASE - EA		\$	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						1		E.L. DISEASE - POI		\$	
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	County of Nassau State of New	rork			L						<u> </u>
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1	6411-			NY 11501	1			A. Cinch			
1	Mineola			14.1.190.1	1			Be City			

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").

WITNESSETH:

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) cuncurrent users. The total charge for the contracted period of performance is Twenty-Three Thousand Four Hundred and Fifty-Fight Addlard (\$22,459.00)

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.
- 5. 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 warrantees 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 //th day of July , 1996.

APPROVED:

COUNTY OF NASSAU

Department of General Services

Deputy County Executive

APPROVED:

QUEST COMPUTER PRODUCTS, INC.

Peter & Inglis

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)

) 55:

COUNTY OF NASSAU)

On this day of 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. 30-4661699 Qualified in Nesseu County -Commission Expires June 30, 199

Notary Public

North Carolina

STATE OF NEW YORK)

orange)ss:

COUNTY OF NASSAU)

Dn this 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 /6// Claymore Road Chapel, Hill, NC and that he/she is the

Computer Froducts, Inc. 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

Carolina

STATE OF NEW-YORK)

COUNTY OF WASSAU

On this day of personally came

described in and who executed the same.

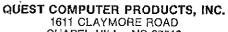
me known to be the person

Notary Public

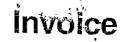
Notary Public, Orange County, North Carolina My Commission Expires Suly 12, 199

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1611 CLAYMORE ROAD CHAPEL HILL, NC 27516 (919) 967-2668



DATE INVOICE#

02-03-97 510

BILL TO:

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

P.O. NUMBER TERMS PROJECT

30 Days

QUANTITY	DESCRIPTION		RATE AMOUNT
Renewal of for period	Software Support 4/1/97-3/31/98	Agreement	24,630.00

(\$23,458 + 5% increase)

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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 15501

P.O. NUMBER	DATE DELIVERED	TERMS
		Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement for period		\$ 25,861.00
	04/01/1998 - 03/31/1999		\$ 0.00
	(\$24,630.00 + 5% increase)		\$ 0.00
			\$ 0.00
	121/ 500		\$ 0.00
	37. USERS × 634 + 5% increase paryor		* \$ 0.00
			\$ 0.00
<u> </u>	·	SUBTOTAL	\$ 25,861.00
		SALES TAX	
			,
		TOTAL DUE	\$ 25,861.00

THANK YOU FOR YOUR BUSINESSI

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: Manh
Budget Office Review
Reviewed by: Budget Examiner
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THIS AMENDMENT TO AN AGREEMENT made the 30 day of 1, 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 21stday of June 1999

LE-3854 Rev.6/98.

DEPUTY COUNTY ATTORNEY 4/4/

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

PETER INGLIS

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 Queen 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 466

PETER INGLIS
PRESIDENT

STATE OF NEW YORK) 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 appeared Cheryl Petri, Deputy County Executive of corporation described herein and who executed the known to me to be such Deputy County Executive and say: That she is the Deputy County Executive Section 205 of the County Government Law of Nat Deputy County Executive for the purposes therein	e foregoing instrument, to me known and , and she by me being duly sworn, did depose e of the County of Nassau and that pursuant to ssau County executed the same as such
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COUNTY OF Orange	DORIS GRIFFIN Notary Public, State of New York No. 30-4661699 Qualified in Nassau County Commission Expires June 30, 19
On this 30 day of March Peter Inglis to me known, who being by me duly and that he is the President of Quest Ca and which executed the above agreement; and the Board of Directors.	, 1999, before me personally came sworn, did depose and say: That he resides at <i>Wil Claym</i>
My commission expires October 15,2002	<u>Oskleigh Ceash Sumlin</u> NOTARY PUBLIC
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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.

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THIS AMENDMENT TO AGREEMENT #C-37111 made the 5 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:

Dariad of carries

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:

reriod of service	
April 1, 2000 through March 31, 20	901 \$41,551.00
April 1, 2001 through March 31, 20	902 \$47,628.55
April 1, 2002 through March 31, 20	\$50,009.98
Payment for years 2 and 3 of the o	ontract is contingent upon encumbrance of funds by
County Comptroller and approval b	

- 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

> I, Rocco A. lannarelli, 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

Nassau County, N.Y.

LE-3854. Rev. 1/00

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 Stay of Current, 2000.

APPRQVED:

1/1 14 /2/11/9W 5-10-00

COUNTY OF NASSAU

DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

DEPUTY COUNTY ATTORNEY

QUEST COMPUTER PRODUCTS, INC.

PETER INGLIS, PRESIDENT

(O WIL OF NEW YORK)
COUNTY OF NASSAU)
On this 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
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On this day of
Judy Schwartz, Deputy County Executive of the County of Nassau, the municipal corporation
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NOTARY PUBLIC STATE OF NEW-YORK) Orange)ss.: COUNTY OF NASSAU) On this 5 day of May , 2000, before me personally came personally came to me known, who being by me duly sworn, did depose and say: That he/she resides at ICII Clay more Rd Chapathin M. 27514 and that he/she is the president of The described in and which executed the above agreement; and that he/she
NOTARY PUBLIC STATE OF NEW-YORK) Orange)ss.: COUNTY OF NASSAU) On this 5 day of May , 2000, before me personally came personally came to me known, who being by me duly sworn, did depose and say: That he/she resides at ICII Clay more Rd Chapathin M. 27514 and that he/she is the president of The described in and which executed the above agreement; and that he/she
NOTARY PUBLIC STATE OF NEW YORK) Orange)ss.: COUNTY OF NASSAU On this 5 day of May Perfer Tracks to make payor who have , 2000, before me personally came
NOTARY PUBLIC STATE OF NEW YORK Orange)ss.: COUNTY OF NASSAU On this 5 day of May , 2000, before me personally came Person resides at 1611 Claymore Rd Clayatti I M 27516 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.
NOTARY PUBLIC STATE OF NEW YORK Orange)ss.: COUNTY OF NASSAU On this 5 day of May , 2000, before me personally came Person resides at 1611 Claymore Rd Clayatti I M 27516 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.
NOTARY PUBLIC STATE OF NEW YORK) Orange iss.: COUNTY OF NASSAU On this 5 day of May , 2000, before me personally came personally came to me known, who being by me duly sworn, did depose and say: That he/she resides at Ion Claymore Rd Clapath in MC 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. STATE OF NEW YORK) STATE OF NEW YORK) STATE OF NEW YORK) NOTARY PUBLIC NOTARY PUBLIC Aug Commissione xpoine C5-02-2004
NOTARY PUBLIC STATE OF NEW YORK) Orange)ss.: COUNTY OF NASSAU On this 5 day of May , 2000, before me personally came personally came personally came to me known, who being by me duly sworn, did depose and say: That he/she resides at ILOI Claymore Rd Chapathil Mc 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. STATE OF NEW YORK) NOTARY PUBLIC CASWELL CO. NC. My Commissione expire C5-02-2004
NOTARY PUBLIC STATE OF NEW YORK) Orange ss.: COUNTY OF NASSAU On this 5 day of May 2000, before me personally came he/she resides at 1611 Claymore Rd Chapethi NC 27514 and that he/she is the President of Time described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors. STATE OF NEW YORK) STATE OF NEW YORK) On this day of 2000 before me personally came personally ca
NOTARY PUBLIC STATE OF NEW YORK) Orange)ss.: COUNTY OF NASSAU) On this 5 day of May , 2000, before me personally came personally came personally came personally came personally came and the she resides at Ital Claymer Rd Chapathin MC 2751C 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. STATE OF NEW YORK) STATE OF NEW YORK) SS.: COUNTY OF NASSAU)

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:

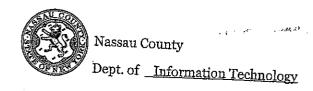
Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

NASSAU COUNTY OR GEOGRAPHICAL AREA:

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

DEPARTMENT HEAD





Contract Details / Routing Slip

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Vendor Addre	1611.0	Omputer Products, Inc.	Ven	dor ID:	11271717	7
SOURCEOFF	1011 C	laymore Road, Chapel	Hill, NC 27	516		
REVENUE \$	67,510.48	% INCREASE			EXECUTI	VE ORDER #1
		% DECREASE	·		ATTACHE	D yes X_n
COUNTY \$						
FEDERAL \$_		INSURANCE	REQUIRE	<u>)?</u>	SECTION	
STATE \$_		YES X NO	D		ATTACHE	D yesno
OTHER \$		-			•	
. CAPITAL \$_						
TOTAL \$_	67,510.48	PIANDALED				*
	<i>:</i>	YESNO	<u>X</u> _			
RENEWAL	DATE	APPROVALS	DATE	1 020		_
	REC'D	<u></u> .	APP'D	SIGNATU	RE	
	3/1413	Budget Office	1/03	Hole	+.	
		Deputy County Executive	1-1-	No.	<u> </u>	-
		Department Head] .
	11		5/12/03	Cigu	The	
	5/15/03	Insurance (if Required) (2 mg)	5/15/03	11/2	/ (AND)	
	विशिष्ट	County Attorney	X	4. James	Un (4/28)	
•		If Legislative approval	2/12/23	إبردتونك		
		required, see below.				
		Comptroller	C/40/3	CA	-	
		County Executive	6/90/65	Spw		
		Signature	3//4	1/1/		
Legislative	5/27/03	App'vd for Submission Dir. Legislative Affairs	5/27/03	16.11.0	11	
Approval	1 1	Rules Approval	27.103	Muc P	Mun	
		Required Legislative Approval	747	Glace		
		Required				Taur

THIS AMENDMENT TO AGREEMENT #C-37111 made the quayer, 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:

Period service	Cost service
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 \$1,5000.00 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.

the day and year first above written, and the CC day of, 2003.	OUNTY OF NASSAU has executed this Agreement
APPRO VED:	COUNTY OF NASSAU
aw fre	
DEPAR ZMENT OF INFORMATION	DEPUTY COUNTY EXECUTIVE
TECHNOLOGY	
APPROVED AS PER CHARTER:	QUEST COMPUTER PRODUCTS, INC.
	Peter Dught
DEPUTY COUNTY ATTORNEY	PETER INGLIS, PRESIDENT

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STATE OF NEW YORK))ss.:
COUNTY OF NASSAU)
On the day of in the year 2003-before me personally came
STATE OF NEW YORK) :)ss.: COUNTY OF NASSAU)
On the 9 day of Oril in the year 2003 before me personally came reter 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.
NOTARY PUBLIC REOUGH

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 low	est, responsible bidder afte	r
advertisem	ent for sealed bids. The contract w	as awarded after a request for seal	ed bids was
published in_		[newspaper] on	**************************************
[date]. The s	ealed bids were publicly opened on	[date]	[#] of
	vere received and opened.		
byof potential p [date]	e contractor was selected pursua was entered into after a written request [date]. Potential proposers were [newspaper advertiseme proposers requested copies of the RFP. I [#] proposals were received and evaluation	for proposals was issued on made aware of the availability of t ent, posting on website, mailing, e Proposals were due on	the RFP tc.][#]
scored and ra was selected.	is is a renewal, extension or amo	endment of an existing cont	g proposer
This is a rer	was originally executed by Nassau Conewal or extension pursuant to, or an are relevant pages of the contract are at	amendment within the scope of	that contract
[describe pro	curement method, i.e., RFP, three propo	sals evaluated, etc.]	· · · · · · · · · · · · · · · · · · ·
proposals department proposal.	ursuant to Executive Order No were solicited and received. In the addescribes the proposals A. The contract has been awarded to roposal;	The attached memorandum received, along with the	m from the cost of each

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, 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.

epartment Head Signature

Date

u c

<u>NOTE:</u> 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



Nassau County

Dept. of <u>Information Technology</u>

Staff Summary

Subject
Maintenance for CompuCourt (TPVA)

Department
Information Technology/TPVA

Department Head Name
Craig W. Love
Department Head Signature

Project Manager Mane Pat Riley
Phone Number 572-2654

Datc	Programme and the second of th	
March 28, 2003		
Vendor Name	Vendor ID#	· · · · · · · · · · · · · · · · · · ·
Quest Communicatio	ns, Inc. 11271717	7
Vendor Address 16	11 Claymore Rd.	
<u>Ct</u>	apel Hill, NC 27516	
Contract Number	NIFS Document	Number
C-37111	CLIT03000012	
Personal Services_X	Blanket Res.	Calendar
Bid Rules Con		
Contract Manager Na	me – Malinda Stocky	well
Phone Number (516	5·) 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.

PROCURMENT 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 <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 ANAYLSIS

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: WITH DEPARTMENT HEAD

Budget Office Review

Reviewed by:

Budget Examiner

Reviewed by:_

Director

EXECUTIVE ORDER# 1-1993 COMPLIANCE CHECK LIST

CONTRACTOR Quest Computer Products, Inc.

I.	Exe	cuti	ve o	rder d	loes not apply for the following reason:
		()	A.	Contract is effective or services were obtained prior to September 7, 1993.
		()	В	Contract is a blanket resolution or a bid item.
		()	С	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.	Exe	cuti	ve o	rder c	loes apply
	F.	()	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.
		()	В	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.
			≼	С	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

1611 Claymore Road Chapel Hill, NC 27516

1:

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

LIMALIA VIA VIA VIA CA LINK TO:

MILD TWODOCTION DISTRI DOCUMENT HEADER

03/21/2003 3:13 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE / CHANGE INCREASE / CHANG

HILLSBOROUGH NC 27278

COUNTRY : USA

: QUEST COMPUTER PRODUCTS, ALPHA VENDOR

TREAS NO : T37111 BANK NUMBER

DUE DATE SINGLE CHECK

67,510.48 CURRENCY CODE DOCUMENT AMOUNT

NUMBER OF LINES : 4 RESPONSIBLE UNIT :

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

POSTING/EDIT ERRORS

POSTING/EDIT ERRORS:
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F6-DTL ENTRY

F12-ADL FCTNS

G014 - RECORD FOUND

LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS MITTO TWODOCITON DIDITM

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

67,510.48

03/27/2003 3:28 PM

TRANS CODE

DOCUMENT REF

CNTEGST37111 04

TRANS DESC.

TRANS AMOUNT

: 109 ADD A SUFFIX TO A CONTRACT

CNTEGST37111 04

: SOFTWARE MAINTENANCE FOR TPVA

67,510.48

67,510.48

INDEX SUBOBJECT : ITGEN1000 : DE5A5

UCODE/ORD#/DRC : TV10

INFORMATION TECHNOLOGY SOFTWARE CONTRACTS TITLE NOT ON FILE

GRANT

PROJECT

PROJECT DETAIL :

GRANT DETAIL

START DATE END DATE

FINANCIAL ERRORS : E024 E127

F7-VIEW DOC

F1-HELP F2-SELECT F3-DELETE

F4-PRIOR F5-NEXT F10-SAVE

F9-LINK 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 abstained

Legislators present

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.



Department: Information Technology

E-80-06

Contract Details

SERVICE Software Maintenance

NIFS ID #: <u>CLIT06000006</u> NIFS Entry Date: <u>04/18/2006</u> Term: from <u>04/01/2006</u> to <u>03/31/2008</u>

New Renewal	1) Mandated Program:	Yes 🗌	No ⊠
(Amendment * H)	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🛛)No 🗆

Agency Information

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

Coun	y De	partm	ent
Department Com Mike Fischer	act	a subject to the second	
Address			
160 Old Country	Road, Mined	oja, NY 11501	
Phone .			
(516) 571-0106			

Routing Slip

DATE V. Rec'd.	DEPARTMENT	. Internal Verification		Appy d&	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		(/	Mu,	
1/09/0k	OMB	NIFS Approval		5/09 et	Hant	Yes No Not required if blanket resolution
5/10/06	County Attorney	CA RE & Insurance Verification	<u>U</u>	719/06	a Gelmati	
77	County Attorney	CA Approval as to form	Z	8/18/2		
	Legislative Affairs	Fw'd Original Contract to CA		5/23	negoffiel	The same to
	Rules 🔲 / Leg. 🔲					yes⊡No □
	County Attorney	NIFS Approval	Z	6/20	El ff Ch	
	Comptroller	NIFS Approval			Del	
	County Executive	Notarization Filed with Clerk of the Leg.		7/2/01		

RULES RESOLUTION NO 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 6-79-0
VOTING
ayes abstained recused
Legislators present:

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.



	7	1	
Department:		1	

Contract Summary

RUDGET CODES FUNDING SOURCE AMOUNT TIMEX/OBJECT CODE AMOUNT	•
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 I, 1996 and is now being extended further until March 3, 2008. The ComputOpart license agreement H-348d ideath (Wormber 1, 1994 specifies that the County most have a maintenance agreement in place with the CONTRACTOR, while using the ComputOpart in order to protect against critical systems followers as well as routine territor needs and repairs. Impact on Funding / Price Analysis. Impa	Description:
Procurement History: See attached executive order and department head justification. Description of General Provisions: This agreement and the related services originally became effective an April I, 1996 and is now being extended further until March 31, 3007. The CompuCourt license agreement #6-34861 dated November I, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protest against critical systems failures as well as routine service needs and repairs. Impact on Funding / Price Analysis: Amusal Software Maintenance: 04/01/06 - 03-31/2007 = \$60,787.44 [T] County (27 - 0.3) 3, 0 8, \$6.3, 82.6.8 [T] County (28 - 0.3) \$2.6.8 [T] County (28 - 0.3) \$2.7.8 [T] County (28 -	Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
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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. <u>Term.</u> 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:

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

- 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. <u>Full Force and Effect.</u> 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 APPIL, 2006.

QUEST COMPUTER PRODUCTS, INC.

Name:

PETER TNG LIS

Title:

Pres Der

Date:

4/4/06

NASSAU COUNTY

Mame:

Title: Deputy County Executive
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK

COUNTY OF O rough)
On the Hth day of April in the year 2006 before me personally came Peter Inclis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orongl; that he or she is the President of Oronglish of Oro
-corporation.
Cindultordoin NOTARY PUBLIC my commission expires: July 27, 2009
NOTARY PUBLIC
my commission expires: July 1, 2009
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 101k day of July in the year 2006 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 5010k; 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

STATE OF NORTH CAROLINA)

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



NOIED

Department: Information Technology

SERVICE Software Maintenance - 10 Ne year

Contract Details

CLITO70000

NIFS ID #: GAIT07000002 NIFS Entry Date: 05/22/2007 Term: from 04/01/2007 to 03/31/2008

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

Agency Information

Vame .	Vendor ID#
Quest Computer Products	561853189 - 0
Address	Contact Person
10-A Millstone Drive	Peter Inglis
Hillsborough, NC 27278	Phone

e County Dena	riment
Department Contact	
Jim Poulos	
Address	
160 Old Country Road, Mineola, N	Y 11501
Phone	
(516) 571-0106	
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Routing Slip

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Contract Summary

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Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4 2 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. <u>Term.</u> 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 intention enew 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:

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

- 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 _______ day of _APLL_____, 2006.

QUEST COMPUTER PRODUCTS, INC.

Ву:

Name:

Title:

NASSAU COUNTY

Mame:

Thomas

Title: Deputy County Executive
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK ...

STATE OF NORTH CAROLINA)	
)ss.: COUNTY OF () range)	
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that he of she resides in the County of ().	brower : that he or she is the Virec 1 . *
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corporation.	
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NOTARY PUBLIC	0.1. 27 2009
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STATE OF NEW YORK))ss.:	
COUNTY OF NASSAU)	
On the 10th day of July	in the year 2006 before me personally came ally known, who, being by me duly sworn, did depose and say
mar no of she resides in the Comit's of	inat he or she is a Deputy County Executive of
the County of Nassau, the municipal corpora	ration described herein and which executed the above her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.	nei name alerete parsuant to section 203 of the County

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

NOTARY PUBLIC.



Department: Information Technology

E-41-08 SERVICE: Software Maintenance (one year tenewal)

Contract Details

NIFS ID#: <u>CLIT08000002</u> NIFS Entry Date: <u>02/19/2008</u>

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Term:	from	04/01/2008 to 03/31/2009

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

Agency Information

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

Department Conta	ct
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country F Mincola, NY 1150	
Phone (516) 571-6135	

Routing Slip

DATE: Rec'd	DEPARTMENT :::	Liternal Verification		DATE Appy das	SIGNATURE	Leg Approval Required
2/25/08	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		2/25/	() end	
		Contractor Registered	L1	/ /08	1 Congre	
	ОМВ	NIFS Approval (Contractor Registered)	Ø	2/1/08	Jaken Ount	Yes No Not required if blanket resolution
2/26/08	County Attorney	CA RE & Insurance Verification	V	3/26/08	Quale to	/
$\sqrt{1}$	County Attorney	CA Approval as to form		7/2	John July	YesZNoll .
37/18	Legislative Affairs	Fw'd Original Contract to CA		37/08	(Noun SAL	
	County Attorney	NIFS Approval		3/27	9/ 1/10	
	Comptroller	NIFS Approval			COPEL	
	County Executive	Notarization Filed with Clerk of the Leg.		4/200		



Contract Summary

Description:
One year renewal 04/01/08-03/31/09

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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.
- 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

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:

Period of Service

Cost of Service

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. <u>Full Force and Effect</u>. 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 bay of florway in the year 2008 before me personally came fetel . 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 Orange from the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by author the board of directors of said corporation. NOTARY PUBLIC PUBLIC PUBLIC AUGUST OFFICES: WEE COUNTY WITH THE PUBLIC PUBLIC AUGUST OFFICES: HIZZOIO
Sattite fine is a said of the said of
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)
On the Ath day of April in the year 2009 before me personally came Thomas U Stolls to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Stolls; 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

NOTARY PUBLIC-STATE OF NEW YORK No. 01\$U4781488 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.

By: Petrolls
Name: Peter C. Inglis
Title: President
Date: 2 6 2008
NASSAU COUNTY
By:
Name: Thomas W. Stokes
Title: Deputy County Executive

QUEST COMPUTER PRODUCTS, INC.

PLEASE EXECUTE IN $\underline{\mathsf{BLUE}}$ INK

Quest Computer Products, Inc.

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



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		\$ 67,018.15
	04-01-2008 to 03-31-2009	·	· •
• •			
	•	,	
	\dot{c}		
		SUBTOTAL	\$ 67,018.15
	· · · · · · · · · · · · · · · · · · ·	SALES TAX	
		7	
		TOTAL DUE	\$ 67,018.15

THANK YOU FOR YOUR BUSINESS!

Computer Products, Inc.

410-A Millstone Drive Hillsborough, NC 27278

January 17, 2008

Peggy Brown County of Nassau 160 Old Country Road Mincola, 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

Vitu Inglis

President,

Quest Computer Products, Inc.



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

for sealed bids. The contract was awarde	west, responsible bidder after advertisement ed after a request for sealed bids was published
III	[newspaper] on
[date]. The sealed bids were publicly opened of sealed bids were received and opened.	on [date] [#] of
II. ☐ The contractor was selected pursua The Contract was entered into after a written required	int to a Request for Proposals.
The Contract was entered into after a written req [date]. Potential proposers were made aware of the	ruest for proposals was issued on

III. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassar 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.

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

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

Department Head Signature

Date

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

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

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.



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

·₹ROM : 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.

Bale Dixon

North Carolina Farm Bureau

Agency Manager

Hills borough, NC 27278



Nassau County Information Technology Inter Departmental Memo

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Elizabeth Botwin, Chief Deputy 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 \sum 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.
\	(Cym
	Robert Checca, IT Commissioner

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Department: Information Technology

Contract Details

NIFS ID #: <u>CLIT09000003</u> NIFS Entry Date: <u>03/03/2009</u>

SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2009 to 03/31/2010

New Renewal		
New Renewal	1) Mandated Program:	
Amendment #6		Yes 🔲 No 🛛
	2) Comptroller Approval Form Attached:	Yes No
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	
Addl. Funds	A) It	Yes 🔲 No 🛛
D1 1 3	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes No
RES#		10314 1401
	5) Insurance Required	Yes No 🗆
A		

Agency Information

Neme	Adonal art at the
Quest Computer Products, Inc.	Vendor ID# 561853189-01
Address 410-A Millstone Drive Hillsbörough, NC 27278	Contact Person Peter Inglis
	Phone (919) 644-6593

Department Contact	.Department
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country Road Mincola, NY 11501	d
Phone (\$16) 571-6135	

Routing Slip

DEFARIMENT	ca ta Linternal Verufication	Appy o	SIGNAH DE SE	Leg.Approvai
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			Reguired, a
	Contractor Registered		1	
OMB	NIFS Approval (Contractor Registered)	Z3(10/0	of Mil 1 11	Yes No No Not required if
County Attorney	CA RE & Insurance Verification	17/1/1	1000	blanket resolution
County Attorney	CA Approval as to form	To alink	A CONTRACTOR OF THE PARTY OF TH	AP / Z
Legislative Affairs	Fw'd Original Contract to CA		·	(A)
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Contract Summary

Description:				
One year renewal 04/01/09-03/31/10. (See parograph #1 of amendment #5: County may renew Agreement for one additional one year term)				
Purpose: agreement to none additional one year term				
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 described by the second s				
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 was the county with the County was the coun				
The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place needs and repairs.				
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				
REDEFICATE ATTENDING				
SOURCE ANIOUNI LINE PROENDECT CODE AMOUNT				
und: ITGEN Revenue Contract \(\begin{array}{cccccccccccccccccccccccccccccccccccc				
ontrol: 1400 County \$ 70,368.94				
esp: DE Federal \$				
Object: 5A5 State \$ APPROVED: 4. Imals 3/11/09 \$				
ransaction: Capital \$				
Other \$ INSURANCE SECTION \$ (DATE)				
TOTAL \$ 70.369.04				
% Increase 70,308.94				
6 Decrease Document Prepared By:				
Document Frepared by:				
NUS Gerancino (2) 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				
I certify that this document was accepted Into NIFS. I certify that an unencombered balance sufficient to cover this contract is present in the appropriation to be charged.				
me Name CLIT 09 00 00 3				
(SN) 7/2/29				
B 3109 Date (Fdr Office Use Only)				

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 maintenand and using the CompuCourt license;

WHEREAS, County and De 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. <u>Payment</u>. 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. <u>Full Force and Effect</u> . 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			

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

Date: Themas W. Stokes

Title: Deputy County Executive

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

STATE OF NORTH CAROLINA)
) ss.: COUNTY OF ORANGE)
On the b day of MANIH in the year 2009 before me personally came Peter L. Interest to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Onthe ; that he or she is the Pres interest of Quest Country of Interest of 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 O STATE OF NEW YORK COUNT
COUNTY OF NASSAU)
On the <u>2nd</u> day of <u>Apvil</u> in the year <u>2009</u> before me personally came <u>Thomas W Stokes</u> to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Svffill; 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

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RODUCTS, INC NG 27278			
QUEST COMPUTER PR 410-30 MILLSTONE HILLSBORGUSH, I	PAY TO THE Nassau Count.) ORDER OF Two Hundred Sixty-81	Nassau County	00.500
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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.

Robert J. Checca

Sincerel

Peter Inglis

-/24/2009 Date

Quest Computer Products, Inc.

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



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	LIANT DOVOE	
	Renewal of CompuCourt Software Support Agreement	UNIT PRICE	AMOUNT
1		:	\$ 70,3 <u>6</u> 8.94
	04-01-2009 to 03-31-2010		
		SUBTOTAL	\$ 70,368.94
		SALES TAX	
		ļ	
		TOTAL DUE	\$ 70,368.94
		: CIAL DUE	Ψ 10,308.94

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) 572-2664

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: <u>561853189-01</u>

Instructions: Please check the appropriate box (""") after one of the followi roman numerals, and provide all the requested information.	шg
I. \square The contract was awarded to the lowest, responsible bidder after advertiseme	ent
for sealed bids. The contract was awarded after a request for sealed bids was publish	hed
in [newspaper] on [date]. The sealed bids were publicly opened on [date]. [#] sealed bids were received and opened.	of
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by	
[newspaper advertisement, posting on website, mailing, etc.] [#] of potential proposers reques copies of the RFP. Proposals were due on [date]. [#] proposals w	ted
received and evaluated. The evaluation committee consis	ted
[list members]. The proposals were scored a	and

III. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassar 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.

prop	☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	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.
mem	K) Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not n 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.
	This is a human services contract with a not-for-profit agency for which petitive process has not been initiated. Attached is a memorandum that explains the reasonable to the department of the

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 Staterments 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

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

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

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 NIFS PRODUCTION SYSTEM 03/10/2009 LINK TO: DOCUMENT HEADER 10:51 AM DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS ENTERED BY ENTERED BY : BROWN, PEGGY, 16627

DOCUMENT NUMBER : CLITO9000003

INPUT PERIOD (MM YYYY) : 03 2009 MARCH

VENDOR NUMBER / SUFFIX : 561853189 01 INITIATING DEPT : IT 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 DUE DATE SINGLE CHECK DOCUMENT AMOUNT 70,368.94 CURRENCY CODE NUMBER OF LINES RESPONSIBLE UNIT : TRANSACTION CODE HASH

NOTEPAD (Y OR N) : N

F6-DTL ENTRY

F12-ADL FCTNS

F4-PRIOR F5-NEXT

F10-SAVE

TERMS

F1-HELP

POSTING/EDIT ERRORS

G014 - RECORD FOUND

F7-VIEW DOC F8-SUBMIT

F2-SELECT F3-DELETE
F8-SUBMIT F9-LINK

F9-LINK

FAML4050 V4.2

NIFS PRODUCTION STOTE:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

03/10/2009 10:52 AM

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DOCUMENT : CLIT09000003 - 01 INPUT PER: 03 2009 AMOUNT :

70,368.94

DOCUMENT REF

CNTEGST37111 11

TRANS DESC.

TRANS AMOUNT

: QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10

70,368.94

INFORMATION TECHNOLOGY-DATA CENTER OPER : ITGEN1400 INDEX

SUBOBJECT : DE5A5
UCODE/ORD#/DRC : SOFTWARE CONTRACTS

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL :

START DATE END DATE

FINANCIAL ERRORS :

F3-DELETE F4-PRIOR F5-NEXT F9-LINK F10-SAVE F1-HELP F2-SELECT

F7-VIEW DOC

G008 - NEXT RECORD DISPLAYED

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03/10/2009 10:52 AM

DOCUMENT : CLIT09000003

INPUT PERIOD: 03 2009

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70,368.94

S SFX T/C DOCUMENT REF PST/GST DESCRIPTION

INDEX

SUBOBJ VENDOR

G/L SUBSID ERR

TRANS AMOUNT

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01 109 CNTEGST37111 11 ITGEN1400 DE5A5 QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10

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F7-PRIOR PG F8-NEXT PG F9-LINK FAML6050 V4.2

NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY

03/03/2009 2:16 PM

LINK TO: ACTIVE

FISCAL MO/YEAR : 03 2009 MAR 2009

DOCUMENT PREFIX:

S DOCUMENT INDEX SUBOBJ VENDOR NAME PAY/RCPT BALA	NCE
CNTEGST37111 01 GSGEN2100 DE5A5 QUEST COMPUTER 73,505	0
CNTEGST37111 02 TVGEN1000 DE500 QUEST COMPUTER 12,325	0
CNTEGST37111 03 PKGEN6500 DE5A5 QUEST COMPUTER 47,628	0
CNTEGST37111 04 PKGEN6500 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 PKGEN6900 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 'eter Inglis hone 119)_644-6593

= \$73,887.38

AMOUNT



By Voice Vote on MAF VOTING: ayes / nayes / abst: Legislator:

has negotiated an amendment

Products for software mainte

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Date

ed above, or in the exhibit t separate memorandum.

Contracts: Rev. 02/04

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icense agreement #C-34861 c naintenance agreement with C

ment are desirous of amendin

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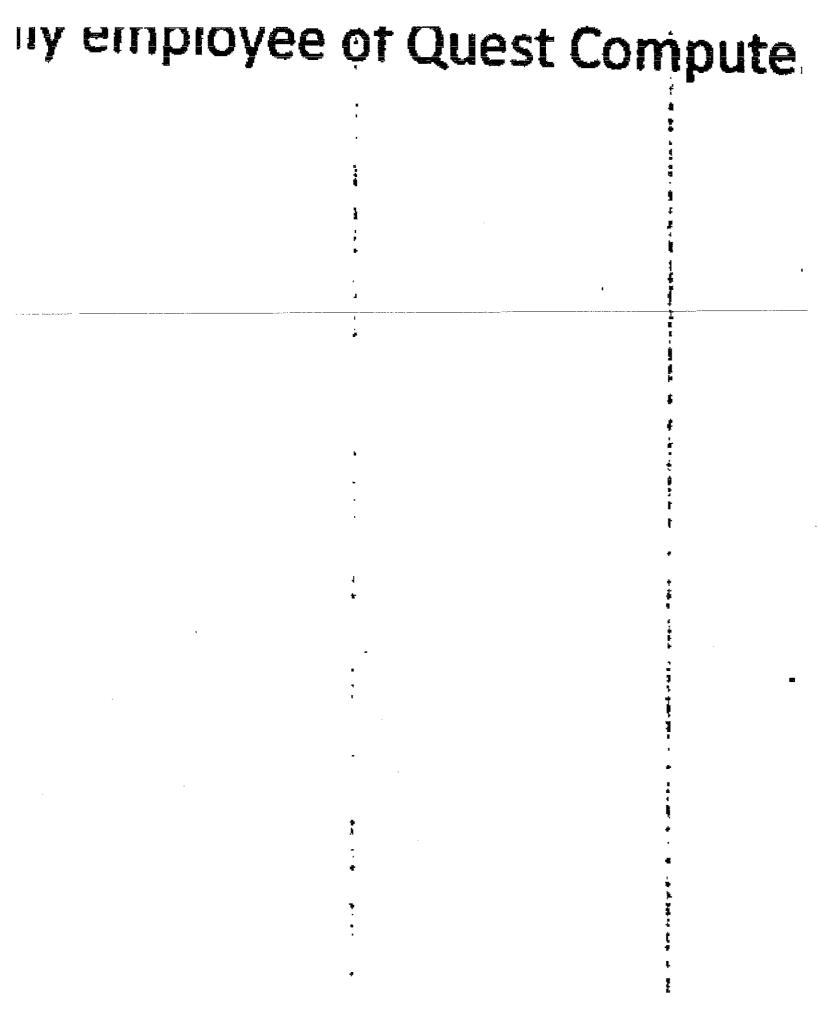
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as used to calculate future charge:

14/1/2010 - 3/31/2011 is \$ 73,887

14/1/2011 - 3/31/2012 is \$ 77,581

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Department: Information Technology

Contract Details

NIFS ID #: <u>CLIT11000003</u> NIFS Entry Date: <u>02/14/2011</u>

SERVICE: Software Maintenance (one year renewal)

Term: from <u>04/01/2011</u> to <u>03/31/2012</u>

New Renewal	1) Mandated Program:	Yes 🔲	No 🗵
Amendment #8	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🛚	J»□

Agency Information

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

Department Contact	and the second of the second o
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address	
240 Old Country Ros	ıd
Mineola, NY 11501	

Routing Slip

DATE!	DEPARTMENT	Internal Verification	DATE A	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			
		Contractor Registered	KN	The less of the same of the sa	
21 20 11	OMB	NIFS Approval (Contractor Registered)	D PBIII	Mew	Yes No No Not required if blanket resolution
3211	County Attorney	CA RE & Insurance Verification	回 3/2/11	a. amato	2
/ /	County Attorney	CA Approval as to form	االوادون	11.00	Yes No P
· · _	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval	¥3/1/1	11/1/	
	Comptroller	NIFS Approval	\$ 3/1g/w	V 1	
	County Executive	Notarization Filed with Clerk of the Leg.		11/1/2	2 in many many to a gain product, at many my high



Department: Information Technology

Contract Summary

Description: One year renewal 04/01/1	1-03/31/12.			
Purpose: Critical maintenance serv	ices for the software product CompuCou	rt which is used at the Traffic	& Parking Violations Agency.	
Method of Procurement: See attached executive or	er and department head justification.			
Procurement History: See attached executive or	er and department head justification.			
I he CompuCourt license	ovisions: lated services originally became effective agreement #C-34861 dated November 1, 1 while using the CompuCourt product in	1994 specifies that the County	must have a maintenance agree	ment in place
Impact on Funding / Price Annual Software Mainten	Analysis: ance: 04/01/11 - 03/31/2012 = \$77,581.74			
Change in Contract from		-		
Recommendation: Appro				
BUDGET CODES	THE PERSON NAMED OF THE PE	OUNT L'ÎNE :	INDEX/OBJECT CODE	AMOUNT4
Fund: ITGEN	Revenue Contract	XXXXI 8 I	TGENE /DE5A5	\$ 77,581.74
Control: 1415	County \$ 77,	581.74	પ્રા કે જેવલું લેકો જોઈ છે. જે જો જે જે કે માન્ય હોય હોય છે. જે જે જે જે જે જે જે જે જે જે જે જે જે	Britani Arbent Artis Sentile
Resp: DE	Federal \$	r= ==3; · · ·	nga a magalag sagang abandang ta magang takana di datap di mandang tak Sa 1986 - In sagan bana mengang takana mengang takana ang sagan	Burness of interest was a comment.
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Transaction:	Capital \$	5	3/2/11	\$
	Other \$	###643445	no apprical /	Special Andrews as a traffic
* RENEWAL	TOTAL \$ 77,	581.74	TOTAL	\$ (PATH) *\$ 77;581.74
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			And the second s	
NIRS Carfina I certify that this document was a		roller Cartification 7	Name County Executive Ap	proval
Name . T	Name / AAA	UCC	Date 3/73/11	
Date 3/19/	3/9/	140	F #:	b)

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 amended by this Amendment parties for the term of the Ame	shall remain in	full force and effect and	greement not a govern the re	expressly elationship of the
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IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Pate Single
Name: Peter Inguis
Title: President
Date: 2 17/2019
NASSAU COUNTY
By: Ruan
Name: Richard R. Walker

Title: Deputy County Executive

PLEASE EXECUTE IN BLUE INK

COUNTY OF Drange, ss.
On the 17 day of February in the year 2011 before me personally came Peter Ingles to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alange; that he or she is the president of Alange should 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. Delia Maller Notar Fibria. My Commission Which executed the April 28 2013
STATE OF NEW YORK) (COUNTY OF NASSAU)
On the 3 day of March in the year 301 before me personally came Lichard [WILLIAN] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in 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 NOTARY PUBLIC STATE OF NEW YORK COMMISSION NO. 01PE6170832 EXPIRES 7/23/2011

STATE OF NORTH CAROLINA)



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

Tudeperlet Lumites Lumites Edward P. Mangano COUNTY EXECUTIVE



Ed Elsenstein 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

CONTRACTOR NAME:



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
<i>Instructions:</i> Please check the a roman numerals, and provide all	ppropriate box ("⊠") after one of the following the requested information.
for sealed bids. The contract was in [date]. The sealed bids were publicly	the lowest, responsible bidder after advertisement s awarded after a request for sealed bids was published newspaper on [date] [#] of
The Contract was entered into after a ward atternation [date]. Potential proposers were made award [newspaper advertisement, posting on we	pursuant to a Request for Proposals. ritten request for proposals was issued on
of:	
ranked. As a result of the scoring and ran	[list members]. The proposals were scored and king (attached), the highest-ranking proposer was selected.

u u
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 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.

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

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

VII.

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

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

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

Department Head Signature

Date

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

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

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

APPROVAL TYPE :

INPUT PERIOD (MM YYYY)

: 02 2011 FEBRUARY 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

F3-DELETE F9-LINK

F4-PRIOR F10-SAVE

F5-NEXT

TREAS NO

SINGLE CHECK

CURRENCY CODE

-RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

F6-DTL ENTRY F12-ADL FCTNS

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER: CLIT11000003

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NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/14/2011 5:20 PM

: 01

DOCUMENT CATEGORY

: CL CONTRACT INCREASE / CHANGE TERMS

ENTERED BY

: BROWN, PEGGY, 16627

DOCUMENT NUMBER

: CLIT11000003

INPUT PERIOD (MM YYYY)

: 02 2011 FEBRUARY

INITIATING DEPT : IT

VENDOR NUMBER / SUFFIX VENDOR NAME

: 561853189 01

: QUEST COMPUTER PRODUCTS INC

VENDOR ADDRESS

: 410-A MILLSTONE DRIVE

HILLSBOROUGH

NC 27278

APPROVAL TYPE

COUNTRY

: USA

ALPHA VENDOR : QUEST COMPUTER PRODUCTS

BANK NUMBER DUE DATE

TREAS NO SINGLE CHECK

DOCUMENT AMOUNT NUMBER OF LINES 77,581.74 CURRENCY CODE RESPONSIBLE UNIT :

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP F2-SELECT

F7-VIEW DOC F8-SUBMIT

NOTEPAD (Y OR N) : N

F3-DELETE F9-LINK F10-SAVE

F4-PRIOR F5-NEXT

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G014 - RECORD FOUND

FAML4250 V4.2

NIFS PRODUCTION SYSTEM OTHER DOCUMENTS

02/23/2011 12:35 PM

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

SUBOBJECT : DE5A5 SOFTWARE CONTRACTS

UCODE/ORD#/DRC :

GRANT :

GRANT DETAIL

PROJECT

PROJECT DETAIL

GL ACCOUNT SUBSIDIARY

VENDOR

BANK NUMBER : TREAS NO: START/END:

FINANCIAL ERRORS :

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F7-VIEW DOC F10-SAVE

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

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NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/14/2011 5:19 PM

DOCUMENT : CLIT11000003 INPUT PERIOD : 02 2011

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77,581.74

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INDEX

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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

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NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY 02/14/2011 5:15 PM

ACTIVE

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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 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 RRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement	`	\$ 77,581.74
	04-01-2011 to 03-31-2012		
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,			
		SUBTOTAL	\$ 77,581.74
		SALES TAX	
•			
		TOTAL DUE	\$ 77,581.74

THANK YOU FOR YOUR BUSINESS!

Contract ID#: CNTEGST37111



Department: Information Technology

W E-114

Contract Details

NIFS ID #: CLIT12000002 NIFS Entry Date: 02/21/2012

Term: from <u>04/01/2012</u> to <u>03/31/2013</u>

New Renewal	1) Mandated Program:	Yes 🔲	No 🗵
Amendment #9	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🛛
Addi, Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution [] RES#	5) Insurance Required	(Yes ⊠	1)0 🗆

Agency Information

Vendo	r and
Name	Vendor ID#
Quest Computer Products	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 Rose Mincola, NY 11501	d
Phone (\$16) \$71-613\$	

Routing Slip

3λ78 - Rec'u	DEPARTMIENT	Internal Verification		DATE Appy'd& I'W'd _i	SIGNATURE	Log Approval - Log (red
	Department	NIFS Entry (Dept) NIFS Appyl (Dept. Head)	\boxtimes			
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2412	County Attorney	CA Approval as to form		oybel	bu D. e. 5. Se	Yos Vande
11	Legislative Affairs	Fw'd Original Contract to CA		4/2/13	Heavy O. Muy	
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	Comptroller	NIFS Approval	P	1/3/12	0	
	County Executive	Notarization Filed with Clerk of the Leg.		4/27/12	3	



Department: Information Technology

(For Office Use Only)

E#:

Date

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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 Veice Vote on 5/7//2
VOTING:
ayes 2 abstained 2 recused 5
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
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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
I. □ The contract was awarded to for sealed bids. The contract was	appropriate box ("\sqrt{n}") after one of the following the requested information. The lowest, responsible bidder after advertisement is awarded after a request for sealed bids was published [newspaper] on [date] [#] of
The Contract was entered into after a w [date]. Potential proposers were made av [newspaper advertisement, posting on we	
	[list members]. The proposals were scored and
rainou. As a result of the scotting and rain	king (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).	
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three esals were solicited and received. The attached memorandum from the etment head describes the proposals received, along with the cost of each osal.
•	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.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not 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 119-0, the department is purchasing the servic required through an inter-municipal agreement.

VI.

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

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

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

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

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

Department Head Signature

Date

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

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

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 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,

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.

.



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,

Agent



D.O. D. .. 400 - 1700-1 - Manual Committee Order . (010) 500 5101 - Dec (010) 500 516

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:

Period of Service

April 1, 2012 through March 31, 2013

Cost of Service \$81,460.83

If the COUNTY elects to renew the Agreement:

April 1, 2013 through March 31, 2014

\$85,533.87

- 3. <u>Compliance with Law</u>. 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 BE 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. <u>Full Force and Effect</u>. 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: Veter Llnglis
Name: PETER INGUS
Title: President
Date: 2/23/2012
NASSAU COUNTY
Market Stranger
By:
Name/ Lichard a Walker
Title: Deputy County Executive
Date: 4/13/18

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)) ss. COUNTY OF ORANGE

On the 23 day of F26. in the year 2012 before me personally came
CAR TO QUES to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guilfon; that he or she is the Presiden +
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.
Shaw Roach
NOTARY PUBLIC
SO SO TAP LET
THE COUNTY OF THE PARTY OF THE
ORD COmming
STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU)

in the year 2012 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 lage a 4; 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 Notary Public, State of New York No. 01PE6259026 Qualified in Nassau County Commission Expires April 02, 20

Malin

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.

- 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 Certifled 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 MWBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has falled 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 certifled 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, licenses 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/WBE's 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 bld specifications, blue prints and all other bld/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-fer-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:

	Peter L. Inglis
	(Nama)
	807 Westbourne Grove Court, Colfax, N.C. 2723:
	(Address)
	336-833-3260 (Telephone Number)
	(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 hasX 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 hasX 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.	
4/26/2012 Dated	
Signature of Chief Executive Officer	
Perex Inguis Name of Chief Executive Officer	
NANCY L. DEMETRO NOTARY PUBLIC-STATE OF NEW YORK No. 01DE6104343	

Sworn to before me this

Interpolition , New Conc

NOTARY PUBLIC-STATE OF NEW YORK

No. 01DE6104343

Qualified in Nassau County

My Commission Expires January 20, 20_1_6

FAML8040 V4.2

NIFS PRODUCTION SYSTEM RETURN NOTIFICATION MAILBOX

02/22/2012 2:14 PM

USER ID : US471

S		TYP	APP TYP	DOC NUMBER	CREATE DATE CHG			REJECT BY
	N	C2	01 CA	AIT10000004	12/07/2010 N	442	REJECTED TO INITIATOR	IT085
	Y	\mathtt{CL}	01 CI	LIT07000005	10/15/2007 N	591	REJECTED TO INITIATOR	AT410
	N	CL	01 CI	E0000080TL	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

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DOCUMENT CATEGORY

: CL CONTRACT INCREASE /CHANGE TERMS

ENTERED BY

: BROWN, PEGGY, 16627

DOCUMENT NUMBER : CLIT12000002 INPUT PERIOD (MM YYYY) : 02 2012 FEBRUARY

INITIATING DEPT : IT

VENDOR NUMBER / SUFFIX : 561853189 01

APPROVAL TYPE : 01

VENDOR NAME VENDOR ADDRESS : OUEST COMPUTER PRODUCTS INC : 807 WESTBOURNE GROVE COURT

COLFAX

NC 27235

COUNTRY ALPHA VENDOR : USA

: QUEST COMPUTER PRODUCTS

BANK NUMBER DUE DATE

TREAS NO SINGLE CHECK

DOCUMENT AMOUNT NUMBER OF LINES 81,460.83 CURRENCY CODE RESPONSIBLE UNIT :

TRANSACTION CODE HASH

TERMS

NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT F3-DELETE F9-LINK

F4-PRIOR F5-NEXT F10-SAVE

F6-DTL ENTRY F12-ADL FCTNS

G014 - RECORD FOUND

FAML4250 V4.2

NIFS PRODUCTION SYSTEM OTHER DOCUMENTS

02/22/2012 2:13 PM

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

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT CNTEGST37111 14 : OUEST MAINTENANCE 4/1/12-3/31/13 DOCUMENT REF INVDT: : QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)

TRANS AMOUNT 81,460.83 TRANS NET AMT:

UCODE/ORD#/DRC: ITGEN14
DE5A5
GRANT : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER

SOFTWARE CONTRACTS

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

FAML4760 V4.2

NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/22/2012 2:14 PM

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

QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)

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

F'-PRIOR PG F'8-NEXT PG
RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY

02/21/2012 2:45 PM

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	•	. 0
	CNTEGST37111	02	TVGEN1000	DE500	QUEST COMPUTER	· - •	ŏ
	CNTEGST37111	03	PKGEN6500	DE5A5	QUEST COMPUTER		Õ
	CNTEGST37111	04	PKGEN6500	DE5A5	QUEST COMPUTER		Ö
	CNTEGST37111	05	ITGEN1000	DE5A5	QUEST COMPUTER		Ŏ
	CNTEGST37111	06	ITGEN1100	DE500	QUEST COMPUTER		Ó
	CNTEGST37111	07	ITGEN1400	DE5A5	QUEST COMPUTER		Ŏ
	CNTEGST37111	80	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
		02	HEGEN5100	DE500	ASSOCIAT FOR H	7,379	0
F']	-HELP F2	S-SE	ELECT			F5-NEXT	

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND



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 subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,

President,

Quest Computer Products, Inc.

OUEST COMPUTER PRODUCTS, INC.
410-A Millstore Dr.
Hillsborrigh, NC 27278

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NIFS Entry Date: 02/27/2013

Department: Information Technology

SERVICE: Software Maintenance of Menewal' Term: from 04/01/2013 to 03/31/2014

Contract Details

NIFS ID#: CLIT13000006

New Renewal Amendment #10 Amendment #10 Amendment #10 Addl. Funds Blanket Resolution RES#

1) Mandated Program:	Yes [) × K7
2) Comptroller Approval Form Attached:	Yes 🖂	No 🗵
3) CSEA Agreement § 32 Compliance Attached:	Yes 🗆	No 🗌
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🛛
5) Insurance Required		No 🗆
7) Insurance Required	Yes 🔯	No [

Agency Information

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

Department Contact	Department
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 Res d	- DEPARTMENT	Internal Verification		DATE: PDY d&	SIGNATURI	Leg Approva
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	XX	Wil.		Required
3/1/20	ОМВ	NIFS Approval (Contractor Registered)		J112	MAL	Yes No No Not required if
3/19/13	County Attorney	CA RE & Insurance Verification	Q 3	12/13	Q. amato	blanket resolution
3/13/13	County Attorney	CA Approval as to form	V 3	13/13	DON	YesM No 🗆
	Legislative Affairs	Fw'd Original Contract to CA		1/12	tream a. Men	
	County Attorney	NIFS Approval			Magara 1.1 leng	
	Comptroller	NIFS Approval	Z	י פנן צו	STATE OF	
	County Executive	Notarization Filed with Clerk of the Leg.	13%	1//3	799110011	



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

RENEW	AI -
% Increase	
% Decrease	

FUNDING *** SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$85,533.87
Federal	\$
State	\$
Capital	\$.
Other	\$
TOTAL	\$85,533,87

	LINE	INDEX/OBJECT CODE	AMOUNT
	15	ITGEN1400/DE5A5	\$85,533.87
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i	6		\$
		TOTAL	\$85,533.87

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			Date:

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I certify that this document was acce		I certify that an unoncumbered belance sufficient to co present in the acropphation to be charge	ver this contract is	Name and the second sec
Name	¥	Name Manuel Manu	name	Date 2/2//3
Date	iy (3	Deto		For Office Use Only)

RULES RESOLUTION NO 10 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 4-8-73
VOTING:
nayes 2 abstained 2 recused 2
Legislators presents 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
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AND QUEST COMPUTER PRODUCTS, INC.

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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. <u>Full Force and Effect</u>. 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: Peti Sligh

Name: PETER INGLIS

Title: resident

Date: 2/25/13

NASSAU COUNTY

By:

Name:

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA	A)
) ss.
COUNTY OF FORSYTH)
On the Asiday of John	Win the year 2013 before me personally came
ber localing to man	personally known, who, being by me duly sworn, did depose and say
to me	personally known, who, being by hie duty swom, and depose and say
	of Guiltard; that he or she is the President
of West Computer Wichards	\frac{\frac{1}{0}}{0}, 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.	STANATE
NOTARY PUBLIC	W NATON SE
NOTARY PUBLIC ! My Chunis in Exp. Me	BYON, ROND TO PUBLIC SE
J	BYON, ROND PUBLIC SON
STATE OF NEW YORK)	
COUNTY OF NASSAU)) ss.

On the 30 day of pul in the year 2013 before me personally came high R. Walkel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 1282 ; 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 Notary Public, State of New York No. 01PE8259028 Qualified in Nazasia County Commission Expires April 02, 2011

cetta a. Petrucci

Quest Computer Products, Inc.

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



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

YTITMAUS	DESCR	RIPTION	UNIT PRICE	TNUOWA
	Renewal of CompuCourt Software		\$ 85,533.87	
•	04-01-2013 to 03-31-2014			
			·	
		•	<u>.</u>	
			-	
		,	SUBTOTAL	\$ 85,533.8
			SALES TAX	· .
•	·	•		
	. :		TOTAL DUE	\$ 85,533,6

THANK YOU FOR YOUR BUSINESS!

QUEST COMPUTER PRODUCTS

807 WESTBOURNE GROVE COURT
COLFAX, NG 27235

DATE 2/24/13

PAY HE OF Norm Cult Treuse

PRODUCTS

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COLFAX, NG 27235

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BOT WESTBOURNE GROVE COURT

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George Maragos 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
for sealed bids. The contract wa in [date]. The sealed bids were publicly sealed bids were received and opened.	o the lowest, responsible bidder after advertisement s awarded after a request for sealed bids was published [newspaper] on [date] [#] of
The Contract was entered into after a w [date]. Potential proposers were made a [newspaper advertisement, posting on w	I pursuant to a Request for Proposals. vritten request for proposals was issued on ware of the availability of the RFP by rebsite, mailing, etc.] [#] of potential proposers requested
!	die on leight the proposale arrows
copies of the RFP. Proposals were derectived and evaluated, of:	tue on [date][#] proposals were The evaluation committee consisted

III. [2	Provide A. A.
withir	(1) This is an amendment of an existing contract. Outract was originally executed by Nassau County on June 18, 1996. This is an amendment the scope of the contract. The original contract was entered into after sole source (see ed letter).
-prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rement head describes the proposals received, along with the cost of each osal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not in 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.
	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
	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

	[X] This is an amendment of an existing contract. contract was originally executed by Nassau County on June 18, 1996. This is an amendment hin the scope of the contract. The original contract was entered into after sole source (see sched letter).		
	☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least to posals were solicited and received. The attached memorandum from artment head describes the proposals received, along with the cost of posal.	the	
	☐ 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)wh contract was awarded to other than the lowest-cost proposer. The attachment includes a sp delineation of the unique skills and experience, the specific reasons why a proposal is desuperior, and/or why the proposer has been judged to be able to perform more quickly than proposers.	ecific	
	□ Pursuant to Executive Order No. 1 of 1993 as amended, the atta morandum from the department head explains why the department did ain at least three proposals.	ched I not	
	A. There are only one or two providers of the services sought or less than three prosubmitted proposals. The memorandum describes how the contractor was determined to sole source provider of the personal service needed or explains why only two proposals conobtained. If two proposals were obtained, the memorandum explains that the contract awarded to the lowest cost proposer, or why the selected proposer offered the higher of proposal, the proposer's unique and special experience, skill, or expertise, or its available perform in the most immediate and timely manner.	be the uld be t was	
	B. The memorandum explains that the contractor's selection was dictated by the term federal or New York State grant, by legislation or by a court order. (Copies of the redocuments are attached).	s of a levant	
·	C. Pursuant to General Municipal Law Section 104, the department is purchasing the se required through a New York State Office of General Services cono, and the attached memorandum explains how the purch within the scope of the terms of that contract.	ontract	
	☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the required through an inter-municipal agreement.	servi	

VI.

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

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

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

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

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

Department Head Signature

Date

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

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

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,

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)

VENDOR NUMBER / SUFFIX

: 02 2013 FEBRUARY

APPROVAL TYPE

INITIATING DEPT : IT

VENDOR NAME

VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F2-SELECT

F3-DELETE F9-LINK F7-VIEW DOC F8-SUBMIT

F4-PRIOR

F5-NEXT

SINGLE CHECK

CURRENCY CODE

RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

TREAS NO

F6-DTL ENTRY F12-ADL FCTN

F10-SAVE APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER: CLIT130000

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 02 1/2 1/2 LINK TO: DOCUMENT HEADER 6:12 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 : QUEST COMPUTER PRODUCTS INC VENDOR NAME VENDOR ADDRESS : 807 WESTBOURNE GROVE COURT COLFAX NC 27235 COUNTRY : USA ALPHA VENDOR : QUEST COMPUTER PRODUCTS BANK NUMBER TREAS NO DUE DATE SINGLE CHECK DOCUMENT AMOUNT 85,533.87 CURRENCY CODE NUMBER OF LINES RESPONSIBLE UNIT : TRANSACTION CODE HASH NOTEPAD (Y OR N) : N F1-HELP F2-SELECT F3-DELETE F7-VIEW DOC F8-SUBMIT F9-LINK G014 - RECORD FOR F4-PRIOR F5-NEXT

G014 - RECORD FOUND

F10-SAVE

F6-DTL ENTF

F12-ADL FCI

FAML4050 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 02/27/20 6:12

DOCUMENT : CLIT13000006 - 01 INPUT PER: 02 2013 AMOUNT :

85,533.

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT CONTRACT : CNTEGST37111 15

TRANS DESC.

: QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)

TRANS AMOUNT

INDEX

: 85,533.87 : ITGEN1400 INFORMA

INFORMATION TECHNOLOGY-DATA CENTER OPER

SUBOBJECT

: 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 F9-LINK

F10~SAVE

F7-VIEW DOC

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 PST/GST DESCRIPTION

SUBOBJ VENDOR

G/L SUBSID

DE5A5

TRANS AMOUNT

01 109 CNTEGST37111 15 ITGEN1400

85,533

QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)

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

02/27/20 5:37

ACTIVE

FISCAL MO/YEAR : 02 2013 FEB 2013

DOCUMENT PREFIX:

_								
S	DOCUMENT		INDEX	SUBOBJ	VENDO	NAME	PAY/RCPT	BALAN
	CNTEGST37111	01	GSGEN2100	DE5A5	QUEST	COMPUTER	73,505	
	CNTEGST37111	02	TVGEN1000	DE500	QUEST	COMPUTER	12,325	
	CNTEGST37111	03	PKGEN6500	DE5A5	QUEST	COMPUTER	47,628	
	CNTEGST37111	04	PKGEN6500	DE5A5	QUEST	COMPUTER	50,009	
	CNTEGST37111	05	ITGEN1000	DE5A5	QUEST	COMPUTER	123,073	
	CNTEGST37111	06	ITGEN1100	DE500	QUEST	COMPUTER	63,502	
	,		ITGEN1400	DE5A5	QUEST	COMPUTER	60,787	
	CNTEGST37111		ITGEN1400	DE5A5	QUEST	COMPUTER	63,826	
			ITGEN1400	DE5A5	QUEST	COMPUTER	6,682	
	CNTEGST37111	10	ITGEN1400	DE5A5	QUEST	COMPUTER	67,018	
	CNTEGST37111	11	ITGEN1400	DE5A5		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	ASSOC:	IAT FOR H	2,449	
	•		ELECT			F	'5-NEXT	
F	7-PRIOR PG F8	3-NI	EXT PG F9-L:	INK				

Contract ID#: CNTEGST37111

Department: Information Technology

NIFS Entry Date: 03/11/2014 Term: from 7/11/1996 4:0 03/31/2015

Contract Details

NIFS ID #: CLIT14000002

New Renewal	\boxtimes
Amendment #11	. 🛛
Time Extension	\boxtimes
Addl. Funds	\boxtimes
Blanket Resolution RES#	

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

Agency Information

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

Department Contact	Department
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address	
240 Old Country Ror	ĸű
Mineola, NY [150]	
Plione	
(\$16) 571-6135	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appy d& Fw'd,	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			Care Control	
<i>i</i>	ОМВ	NIFS Approval (Contractor Registered)		3/12/14	11/	Yes No Not required if blanket resolution
3/18/14	County Attorney	CA RE & Insurance Verification		3/18/14	G. amato	
7128/14	County Attorney	CA Approval as to form	V	3/16/14	Fatter L. Dulinghe	Yes No 🗍
	Legislative Affairs	Fw'd Original Contract to CA		3/29/14	Aragon O. May	886
	County Attorney	NIFS Approval		doche	1489 5. 8d	
	Comptroller	NIFS Approval	U	Polin	384/181	
	County Executive	Notarization Filed with Clerk of the Leg.		3/21/14	11/1	,





Contract Summary

One year maintenar	ice renewal 04/0	1/14-03/31/15.			•		, ₁₀ ,		
Purpose: Critical maintenance	e services for the	software prod	uct CompuCou	urt which is used at	the T	raffic & Par	king Violations i	Agency.	
Method of Procur See attached execu	ement: tive order and de	partment head	justification.						
Procurement Hist See attached execu	tory: ntive order and de	partment head	justification.						
Common Count Book	d the related serv	ices originally	lovember I (9	194 specifies that th	e Con	ntv must ha	vo a mamienance	ner until March 31, 2 s agreement in place outine service needs	e wrantaic i
Impact on Fundi Annual Software	ng / Price Analy Maintenance: 04/	sis: 01/2014 - 03/3	1/2015 = \$89,	810.56		· · · · · · · · · · · · · · · · · · ·			
								·····	
Change in Contr N/A	act from Prior I	rocurement:		,			. •	·	
Recommendation	n!			•			, , ,		
Approve as subm	itted.								,
Advisen	nent Inf	ormati	on	•				,	
BUDGET C	ODES	FUNI		AMOUNT		LINE	INDEX/OB	JECT CODE	AMOUNT
Fund:	ITGEN	Revenue C		XXXXXXX		16	ITGEN1400/	ĎE5A5	\$89,810.56
Control:	1400	County		\$89,810.56	3	2	· · · · · · · · · · · · · · · · · · ·		\$
Resp:	DE	Federal		\$	-	3		· frommann / 6	\$
Object:	5A5	State		\$	<u> </u>	4	3. William	TA 23/3/	\$.
Transaction:		Capital		\$					was and
		Other		\$	4	1.2.6		TOTAL	\$89,810.56
RENEW	AL		TOTAL	\$89,810.56].			TOTAL	\$69,010,00
% Increase		•			:				engin in white
% Decrease		Document F	repared By: _	·		same to the contract of	· · · · · · · · · · · · · · · · · · ·		Date:
N	FS Certification			Comptroller Certi	len Ho	n .		County Executive A	pprovat
t certify that this	document was accepted	Into NIFS.	l certify that an s	unencumbered balance suffi present in the appropriation to	clent to c o be cha	over this contract rged.	tis Name	101	
Name	- (A	A .	Nature Jack Date 3/21/14						
Date	4	W V	Dale 4	121/14			E #:	(Far Office Use C	hdy)

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 CompaCourt 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 Eisenstei<mark>n</mark> 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. <u>Term Extension</u>. 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. <u>Full Force and Effect</u>. 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.

Ву:	Actor July 4
Name:	Peren C. Inglis
Title:	Presine 4
Date: _	2/25/14

NASSAU COUNTY

By: //WW

Name: Kichard Ewally

Title: Deputy County Executive

Date: 5/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
) sṣ. COUNTY OF FORSYTH)
COUNTION
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 Camputer 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.
Jufe au allod
NOTARY PUBLIC PUBLIC
TH COUNTY
////
and the state of t
STATE OF NEW YORK) (COUNTY OF NASSAU!)
) ss.
COUNTY OF NASSAU ()
On the 2 day of May in the year 2014 before me personally came
to the personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Cassall; 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 Betrucci

NOTARY PUBLIC

CONCETTA A PETRUCKAI Motery Public, State of New York No. 01 PERSENCE Gualified in Massau Courty Commission Expires April 02, 2011.

Exhibit A

Quest Computer Products TPVA CompuCourt Fee Schedule April 1, 2014-March 31, 2016

Period of Service

Cost of Service

April 1, 2014 through March 31, 2015

\$89,810.56

If the COUNTY elects to

renew the Agreement:

April 1, 2015 through March 31, 2016

\$94,301.08

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

RULES RESOLUTION NO. 9 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 4-2-4
VOTING:
ayes 7 sayes 0 abstnined 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
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.

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
roman numerals, and provide all I. The contract was awarded to for sealed bids. The contract was	ppropriate box ("\overline{\overline
sealed bids were received and opened.	opened on [date] #] or
The Contract was entered into after a w [date]. Potential proposers were made aw [newspaper advertisement, posting on we copies of the RFP. Proposals were duty.	pursuant to a Request for Proposals. ritten request for proposals was issued on
Lad As a regult of the genting and ren	[list members]. The proposals were scored and king (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.
memorandum from the department head explains why the department did not
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
 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

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

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

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

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

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

Department Head Signature

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 İnglis,

President,

Quest Computer Products, Inc.

Peter Inglis

Contract ID#: CNTEGST37111



Department: Information Technology

Contract Details

NIFS ID #: <u>CLIT15000002</u>

New 🗌 Renewal 🛛	1) Mandated Program:	Yes 🗌	No 🛛
Amendment #12	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ⊠-	-70□
Blanket Resolution RES#	5) Insurance Required	Yes 🗵	№ □

Agency Information

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

Department Conf	nof
Mary Mahoney	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Mincola, NY 11	
Phone	

Routing Slip

DATE Rec'd:	DEPARTMENT	Internal Verification	DATE Appy'de SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head) Contractor Registered	× Zyz	
	ОМВ	NIFS Approval (Contractor Registered)	□ 3/20/15 All for	Yes No No Not required if blanket resolution
3/24/15	County Attorney	CA RE & Insurance Verification	1 3/24/15 July	
4 6 15	County Attorney	CA Approval as to form	X 4/4/15	Yes 🗆 No 🔀 🦫
	Legislative Affairs	Fw'd Original Contract to CA		
	County Attorney	NIFS Approval	Doylukus Se Tle	
	Comptroller	NIFS Approval	5/8/15/8/2014 58	3/4/1
4/11/6	County Executive	Notarization Filed with Clerk of the Leg.	Billy Colled	1988 (comband)



Department: Information Technology

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 Provisious; 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,
A 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-

Advisement Information

BUDGET	CODES	FUNDING	AMOUNT
Fund:	ITGEN	Revenue Contract	XXXXXXX
Control:	1400	County	\$94,301.08
Resp:	DE	Federal	\$
Object:	5A5	State	\$
Transaction:		Capital .	\$
		Other	\$
RENEV	VAI.	TOTAL	\$94.301.08

LINE	INDEX/OBJECT CODE	AMQUNT
17	ITGEN1400/DE5A5	\$94,301,08
2	and the second s	\$
3	111	\$
4	W. Small 7 3/24/15	\$
5	Lance of the state	\$
6		\$
	TOTAL	\$94,301.08

RENEW	AL
% Increase	
% Decrease	

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NIFS Ce	rtification		Comptroller Certification	County/Executive Approval
I certify that this docume	ent was accepted into NIF8.		enoumbered balance culfictent to cover this contract is sent in the appropriation to be charged.	Name (I)
Малие	W.	Name	De June	Date 4/17/15
Date	Trille	Dute	978/5	(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(les) 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 iteu of such endorsement(s). CONTACT William LaNier PRODUCER C. No. Ext): (919) 732-2191 AC, No): (919) 732-2192 Colonial Insurance Agency Hillsborough E-MAIL ADDRESS: scott@colonial-agency.com 103 Millstone Dr. Suite A PO Box 490 INSURER(S) AFFORDING COVERAGE NAIC # HILLSBOROUGH NC 27278 INSURER A: Travelers Insurance Company INSTIRED INSURER B : Quest Computer Products Inc. INSURER C: 807 Westbourne Grove Court INSURER D : INSURER E NC 27235 Colfax CERTIFICATE NUMBER:15/16 Master COI All LOB REVISION NUMBER: COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY 2,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 X COMMERCIAL GENERAL LIABILITY 3/1/2015 3/1/2016 680-1468M227-15-42 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR A 2,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE \$ 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ \$ X POLICY COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED SCHEDULED BOOD Y INJURY (Per accident) s AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS \$ EACH OCCURRENCE UMBRELLA LIAB \$ OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE £ DEO RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT OFFICER/MEMBER (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 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. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. COUNTY OF NASSAU STATE OF NEW YORK AUTHORIZED REPRESENTATIVE 1 WEST STREET MINEOLA, NY 11501 My & sle

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 Elsenstein 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

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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. <u>Term.</u> 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. <u>Payment</u>. The fees under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
- 3. <u>Full Force and Effect</u>. 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: Tethodologh
Name: Perer L. Ingels
Title: President
Date: 3 3/15
NASSAU COUNTY
/ Will
Ву:
Name: Charles Ribard
Title: Deputy County Executive
Date: 6/4/16

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 Largon Inglis to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guil ford; 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.
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APPROMISSION E
NOTARY PUBLIC: Should of J. M. Roe SON OTARLO
NOTARY PUBLIC: Shanday L. MoRae .
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STATE OF NEW YORK) SS. COUNTY OF NASSAU)
) ss.
COUNTY OF NASSAU)
· ·
On the 4 day of June in the year 20/5 before me personally came
On the 4 day of June in the year 20/5 before me personally came Churles Ribando to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Whole ; 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. Colletta a. Febluca:

NOTARY PUBLIC

CONCETTA A PETRUCUI
Notary Public, State of New York
No. 01 PE8258028
Qualified in Newseu County
Commission Expires April 02, 20

Exhibit A

Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2015-March 31, 2016

Period of Service
April 1, 2015 through March 31, 2016

<u>Cost of Service</u> \$94,301.08

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



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
for sealed bids. The contract was in	he requested information. the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published [newspaper] on [date] [#] of
□he Contract was entered into after a wr [date]. Potential proposers were made awa [newspaper advertisement, posting on web copies of the RFP. Proposals were due	osite, mailing, etc.] [#] of potential proposers requested e on [date] [#] proposals were The evaluation committee consisted
	[list members]. The proposals were scored and ing (attached), the highest-ranking proposer was selected.

prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least throsals were solicited and received. The attached memorandum from the three through the describes the proposals received, along with the cost of each osal.
	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 to 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 deem superior, and/or why the proposer has been judged to be able to perform more quickly than oth proposers.
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mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attach-
mem obtai	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did n
mem obtai □	Pursuant to Executive Order No. 1 of 1993 as amended, the attacher or and um from the department head explains why the department did not not least three proposals. A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be a sole source provider of the personal service needed or explains why only two proposals could 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 qual proposal, the proposer's unique and special experience, skill, or expertise, or its availability

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

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

VII.

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

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

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

Department Head Signature

Date

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

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

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.

eter Inglis.

Contract ID#: CNTEGST37111



Department: Information Technology

Contract Details

SERVICE Software Maintenance (1 Year renewal)

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807 \	Westbourne Grove Can	ırf ·	Contact Person Add		Addre	Mary Mahoney ****Please return final approved Contract to Vandana Manucha				
Colfa	ix, North Carolina 272;	35	240 old			d Country R	try Road			
			Phone		LMineo	Mineola, NY 11501 Phone				
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NIFS Approval

Notarization Filed with Clerk of the Leg.

Comptroller

County Executive



Department: Information Technology

Contract Summary	
Duscription,	
One year maintenance renewal 04/01/16-03/31/2017	
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Purpose: Critical maint	
Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violation See attached executive order and department.	
Method of Procurements	
See attached executive order and department head justification	s Agency,
dopartition nead justification	
Procurement History:	
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Description of General Provisions; This agreement and the related	
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This agreement and the related services originally became effective on April 1, 1996 and now being extended further a maintenance agreement in place with the Contractor, while using the CompuCourt product in order to protect against compact on Funding / Price Analysis:	Jitil March
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Annual Software Maintenance: 04/01/2016 - 3/31/2017 = 98,073.00	
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County	\$98,073,00
Federal	18
State	\$
Capital	\$
Other	\$
TOTAL	\$98,073.00

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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.

Passod by the Rules Committee
Nassan County Legislature
by Volume Value on County Legislature
Volume Value on County Legislature
ayou Legislators present:

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 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE TO TODOED AS A MATTER OF INFORMATION ONLY AND CONTERS NO RIGHTS OF THE COVERAGE AFFORDED BY THE POLICE OF THE POLICE OF BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADD/TIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to PRODUCER Colonial Insurance Agency Hillsborough CONTACT William LaNier 103 Millstone Dr. Suite A PHONE PHONE AC. No. Exth. (919) 732-2191 E-MAI E-MAIESS: scott@colonial-agency. com PO Box 490 FAX (A/C, No): (919) 732-2192 HILLSBOROUGH NC 27278 INSURED Insurer(s) affording coverage NSURERA:Travelers Insurance Company Quest Computer Products Inc. 807 Westbourne Grove Court INSURER C: INSURER D : Colfax NC 27235 INSURER E : COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC MINIORATED MOTIVATIVE DECIDENT TO MAJOR TO THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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CANCELLATION

COUNTY OF NASSAU STATE OF NEW YORK 1 WEST STREET MINEOLA, NY 11501

CLAIMS-MADE

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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANGE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J GARDNER, JR./SCOTTI

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DUCCALIZATION DE LA CONTROLLA

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

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.

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> 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

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.
- Payment. The fees under this Amendment Agreement shall be payable in accordance 2.
- Full Force and Effect. All the terms and conditions of the Original Agreement not 3. 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

QUEST COMPUTER PRODUCTS, INC.

Date: 1/29(16

NASSAU COUNTY

Name: Charles Alhard
Title: Deputy County Executive
Date: 57.5/14

PLEASE EXECUTE IN BLUE INK

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that he or she resides in the County of GUILFORD; that he or she is the PRESIDENT of Instrument; and that he or she signed his or her name thereto by authority of the shows corporation.
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and he or she resides in the County of Alacca and who, being by me duly sworn and a
the County of Wagger 1

On the 19 day of MIAY in the year 2010 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 Massau, 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

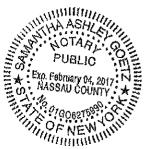


Exhibit A

Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2016- March 31, 2017

April 1, 2016 through March 31, 2017

<u>Cost of Service</u> \$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 NO: 16 DATE: Jan 2, 20

To: County of Nassau

Department of Information Services 240 Old Country Road

Mineola, NY 11501

P.O. NUI	DATE DELIVERED		
	April 1, 2016	TERM	S
QUANTITY		Payable on F	Receipt
	Repeired to DESCRIPTION		
	Acres of CompuCourt Software Support Agree	UNIT PRICE	AMOUNT
	For period 04-01-2016 to 03-31-2017		\$98,073.0
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		SUBTOTAL	\$ 98,073.00
		SALES TAX	107 0.00
•		Town	
	THANK YOU FOR YOUR DUCK	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 N	IAME: <u>Quest C</u>	omputer Produ	icts	
CONTRACTOR A	DDRESS: 807 W	estbourne Grov	e court, Colfax, N	C 27225
FEDERAL TAX II) #: <u>561853189</u>	9- <u>01</u>		C 2/235
Instructions: Please roman numerals, at	e check the appr id provide all the	opriate box (" requested infor	"") after one of	the following
I. The contract w for sealed bids. The in	as awarded to the ne contract was awa were publicly opened and opened.	lowest, response arded after a required [newspaper] and on	sible bidder after a uest for sealed bids on [date].	advertisement was published
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anked. As a result of the	scoring and ranking ([list membeattached), the high	ers]. The proposals est-ranking proposer v	were scored and

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 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 obtained. If two proposals were obtained, the memorandum explains that the contract was proposal, the lowest cost proposer, or why the selected proposer offered the higher quality 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 119-0, 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 intends to initiate a competitive process for the future award of these services. For any 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 received a satisfactory evaluation department must explain why the contractor should nevertheless be permitted to contract with the count

In certain limited circumstances, conducting a competitive process and/or completing perform evaluations may not be possible because of the nature of the human services program, or because compelling need to continue services through the same provider. In those circumstances, attach 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. {X} Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX.
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.

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.

Campt. 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,

Filter Linglia
President,

Quest Computer Products, Inc.

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURBUANT 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,

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposels, 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 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: Mey 15, 2015

EDWARD P. MANGAÑO COUNTY EXECUTIVE

COUNTY OF NASSAU

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

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Page 4 of 4;

The term lobbying shall mean any attempt to influence: any determination made by the Nessau 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, amondment 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 logislation, 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

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THIS AGREEMENT made the Stay of June. 1996, by and between the COUNTY OF NABSAU, 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").

WITNESSETH:

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

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 Massau 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; softwere support and maintenance service for the softwere 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, 1995 through March 31, 1997.
- ,3. The contracted service is provided by CONTRACTOR at the rate of Six Hundred Thirty-Four Dollars (\$534.00) per licensed concurrent user. The SOFTWARE license agreement is presently in effect for thirty-seven (37) cuncurrent 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 ranew the Agreement. The COUNTY is required to notify CONTRACTOR, in writing, prior to the annual ranewal data 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.
- 3. 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 CCUNTY modifications or CCUNTY'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 harmlass 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. COMPRACTOR 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 warrantees 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 WITHESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. has executed this Agreement the day and year first above written, and the CCANTY OF NASSAU has executed this Agreement the // day of July

APPROVED:	COUNTY OF MARSAU'
// M Mahr	Colutt (
epartment of General Services	Deputy County Executive
PPROVED:	QUEST COMPUTER PR

EST COMPUTER PRODUCTS, INC.

Pete Langlis

County Comptroller

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF NEW YORK)

SECOUNTY OF HASSAU)

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.

Notary Public

STATE OF NEW YORK)

> os

COUNTY OF NASSAU)

On this // day of July 1996, before me personally appeared Robert L. Olden, Br., 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 Phrsuant 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 GRIPPIN
Netary Public, State of New York
No. 30-406 (89)
Gualified in Nasaau County
Commission Expires Juna 30, 1097

Notary Public

North Carolina CETATE OF NEW YORK)

COUNTY OF NASEAU)

Don this 18th day of June 1996, before me personally dams Peter L. Inglis to me known, who being by Road Chape, Hill, NC 275/6 and that he/she resides at 1611 Claymore the president

of Quest Computer Froducts, Inc.

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.

Saular Motary Public

STATE OF NEW YORK)

COUNTY OF WASSAU) OF SIGN

on this 18th day of June 1990 before me described in and who executed the same, 915 to me known to be the person

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Notary Public

Notary Public, Orange County, North Carolina My Commission Expires 1019, 12, 199

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THIS AMENDMENT TO AN AGREEMENT made the 30 day of 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, Minedia, 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

\$\$.:

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 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 21 siday of June 1999

LE-3854 Rev.6/98.

DEPUTY COUNTY ATTORNEY 4549

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

Peren Inguis

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 Orman 1999.

APPROVED:

COUNTY OF NASSAU

3.23.99

DEPARTMENT OF GENERAL SERVICES

DEBNIA GORNLA EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.

DEPUTY COUNTY ATTORNEY 4569

PETER INGUIS PRESIDENT STATE OF NEW YORK)

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 swom, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Deputy County Executive for the purposes therein mentioned

NOTARY PUBLIC

STATE OF NEW YORK)

____)s

COUNTY OF NASSAU)

On this day of 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 GRIPFIN
Notary Public, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires June 30, 19 96
North Carolina

STATE OF E

COUNTY OF Orange

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4661899
Qualified in Nassau County
Commission Englisher

On this 30 day of March 1999, before me personally came and that he is the Aresident of Quest Computer Products the corporation described in Board of Directors.

My commission expires October 15,2002

<u>Oshluzh Ceaul Sumlin</u> 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

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THIS AMENDMENT TO AGREEMENT #C-37111 made the 5 day of 724/2000, 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:

Period of service	Control
April 1, 2000 through March 31, 2001	Cost of service:
	\$41,551.00
April 1, 2001 through March 31, 2002	\$47,628.55
April 1, 2002 through March 31, 2003	
Done	\$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 involcing 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

> I, Rocco A. lannarelli, 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 2000

August

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

LE-\$854, Rev. 1/00

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

COUNTY OF NASSAU

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.

STATE OF NEW YORK)
COUNTY OF NASSALL)ss.:
On this day of , 2000, before me personally appeared , 2000, before me personally appeared 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 Deputy County Executive for the purposes therein mentioned.
Moda Daws of
STATE OF NEW YORK) NOTARY BUBLIC NOTARY BUBLIC NOTARY BUBLIC NOTARY BUBLIC NOTARY BUBLIC NOTARY BUBLIC
IS9.
On this day of , 2000, before me personally appeared described herein and who executed the foregoing instrument, to me known and known to me to she is the Deputy County Executive of the County of Nassau, and depose and say: That the County Government Law of Nassau County executed the same as such Deputy County Executive of the Executive the same as such Deputy County Executive of the County of Nassau and that pursuant to Section 205 of Executive for the purposes therein mentioned.
STATE OF NEW YORK) NOTARY PUBLIC
COUNTY OF NASSAU)
On this 5 day of May , 2000, before me personally came he/she resides at I/oII Claymore Rd Chapatti II MC 27514 and that he/she is the signed his/her and which executed the above agreement; and that he/she name thereto by order of its Board of Directors.
STATE OF NEW YORK) STATE OF NEW YORK) COUNTY OF MARS 112 SS.: (COUNTY
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.

COUNTY OF NASSAU

DEPARTMENT:

Department of General Services

DEPARTMENT REQUEST:

Quest Computer Products, Inc. Agreement #C-37111

AGENCY:

Division of Data Processing

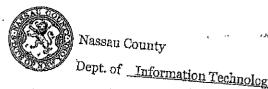
PROGRAM DESCRIPTION:

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	W 2005 V 2005 Off	assau County
Contract Details / Routing	De De	ept. of <u>Information Technology</u>
Contract #: T-37111 NIFS Doc. #: CLIT03000012 Term 04/01/03 to 03/31/06	Time Ext X	Addl. Funds X
	Amendment	New
Fund Gen Control IT Resp. Vendor Name: Quest Computer Vendor Address: 1611 Claymore SOURCE OF FUNDING		ID: <u>112717177</u>
SOURCE OF FUNDING REVENUE \$ 67.510.48 COUNTY \$ FEDERAL \$	% DECREASE	EXECUTIVE ORDER #1 ATTACHED yes X no
STATE \$OTHER \$	INSURANCE REQUIRED? YES_X_NO IS THIS PROGRAM	SECTION 32 ATTACHED yes no X
TOTAL \$ 67,510.48	MANDATED? YESNO_X	
Budget Oi	DATE SICK	NATURE The L.

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DATE REC'D	APPROVALS Budget Office	DATE APP'D	SIGNATURE
	Deputy County Executive Depurtment Head	1/03	Here to
218/20	if Required) (2 Time) County Attorney Legislative approval quired, see below.	5/15/03	70-110
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Legislative Approval

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HIMPROVILED GOMES

THIS AMENDMENT TO AGREEMENT #C-37111 made the day 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

WHERBAS, 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:

Period service	Cost service
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 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 C	OMPUTER PRODUCTS, INC. executed this Agre
without, and the	COUNTY OF NASSAU has executed this Agreeme
the day of, 2003.	mas executed hims Agreeme
APPROVED:	
1	COUNTY OF NASSAU
ain for	
DEPARZMENT OF INFORMATION	Debi Ear Colla Anna
TECHNOLOGY	DEPUTY COUNTY EXECUTIVE
APPROVED AS PER CHARTER:	OT THE CO.
	QUEST COMPUTER PRODUCTS, INC.
	$A \sim A$
DEPUTY COUNTY ATTORNEY	Mela Shupho
THE COUNTY ATTORNEY	PETER INGLIS, PRESIDENT
•	Lärson

STATE OF NEW YORK)
COUNTY OF NASSAU)ss,;)
that he or she is a Deputy Courcorporation described herein a signed his or her name thereto Nassau County.	in the year 2003 before me are first to me personally known, who, being by me y that he or she resides in the County of hasau, the municipal nd which executed the above instrument; and that he or she pursuant to Section 205 of the County Government Law of HOBYN 5. RACK tary Public, State of New York two. 01RA5078976 Qualified in Nassau County municipal new 2, 20.23
STATE OF NEW YORK) COUNTY OF NASSAU)	\$8.:
s the <u>frestoten</u> the lescribed herein and which exe	in the year 2003 before me personally came me personally known, who, being by me duly swom, did sides in the County of Orange N.C.; that he ensire of Suce + Computer Froducts, the corporation cuted the above instrument; and that he or she signed his y of the board of directors of said corporation.
NOTARY PUBLIC LYNN R. KEOUGH NOTARY PUBLIC, State of New York No. 04KE3050656 Qualified in Nassau County Commission Expires October 16, 200	Keorigh

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.

published in [date]. The sealed bids were publicly sealed bids were received and opened.	opened on	[date]	7. 71.7
sealed bids were received and opened.	•	[4410].	[#] OI
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scored and ranked Aca regulation	[lis	st members]. The proposa	ls were
scored and ranked. As a result of the so was selected.	coring and ranking (atta	ched), the highest-ranking	proposer
III. () This is a renewal, exten	Sion or amendmen	t of an evicting sent	1
The contract was originally executed. This is a renewal or extension pursu copies of the relevant pages of the company of the copies.	by Nassau County on	tor an existing coult	act.
This is a renewal or extension pursu	ant to, or an amendme	ent within the scope of	that contrac
copies of the relevant pages of the cafter	ontract are attached). T	The original contract was	entered int
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describe procurement method, i.e., RF	P, three proposals evalu	rated, etc.]	
V. () Pursuant to Executive	Order No. 1 of 10	202	
V. () Pursuant to Executive proposals were solicited and	Cauci Ivo. I of IS	193, as amended, at	least thre
roposals were solicited and	received. The atta	iched memorandum	from th
lepartment head describes the proposal.	proposais receive	ed, along with the co	st of eacl
() A. The contract has bee			
proposal;	~ u er a o'a m a a a blobo	ser offering the lowest cos	d·

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. 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

) 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 , 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

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.

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.

Commissioner



Nassau County

Dept. of Information Technology

Staff Summary

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

Date
March 28, 2003
Vendor Name Vendor ID#
Quest Communications, Inc. 112717177 Vendor Address 1611 Claymore Rd
Changl Will No ages
Contract Number NIPS Document Number
CLT03000012
Personal Services X Blanket Res. Calendar Bid Rules Comm.
Contract Manager Name - Malinda Standa
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.

PROCURMENT HISTORY:

See anashed 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 oritical

IMPACT ON FUNDING/PRICE ANAYLSIS

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: JUST CONTROL DEPARTMENT HEAD

Budget Office Review

Reviewed by:_/

Budget Examiner

Reviewed by:

Director

EXECUTIVE ORDER# 1-1993 COMPLIANCE CHECK LIST

CONTRACTOR Quest Computer Products, Inc.

I.	Execu	itive	order	r does not apply for the following reason:
	(.)	A.	Contract is effective or services were obtained prior to September 7, 1993.
	()	В	Contract is a blanket resolution or a bid item.
	()	C	Contract is with a non-profit organization and not a personal service.
	()	D	
	()	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.	Execut	ive c	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.
	()	В	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.
	()	S	С	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

1611 Claymore Road Chapel Hill, NC 27516

1:

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

FAML4010 V4.2 NIFS PRODUCTION SYSTEM LINK TO: 03/27/21 DOCUMENT HEADER DOCUMENT CATEGORY
ENTERED BY

CL CONTRACT INCREASE /CHANGE TERMS
STOCKWELL, MALINDA 1-6625
CLIT03000012
INITIATING DEPT: IT
VENDOR NUMBER / SUFFIX

112717177 01
APPROVAL TYPE: 01 3:13QUEST COMPUTER PRODUCTS, INC.: 410-A MILLSTONE DRIVE VENDOR ADDRESS HILLSBOROUGH NC 27278 COUNTRY : USA ALPHA VENDOR : QUEST COMPUTER PRODUCTS, BANK NUMBER : T37111 TREAS NO DUE DATE SINGLE CHECK DOCUMENT AMOUNT NUMBER OF LINES : 4
TRANSACTION CODE HASH 67,510.48 CURRENCY CODE RESPONSIBLE UNIT : TERMS NOTEPAD (Y OR N) : Y POSTING/EDIT ERRORS F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY F9-LINK F10-SAVE G014 - RECORD FOUND F12-ADL FCTN

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NIFS PRODUCTION SYSTEM

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 03/27/ DOCUMENT : CLIT03000012 - 01 INPUT PER: 03 2003 AMOUNT : 3:2 TRANS CODE TRANS CODE

DOCUMENT REF
TRANS DESC.

TRANS AMOUNT

INDEX

109 ADD A SUFFIX TO A CONTRACT

CNTEGST37111 04

SOFTWARE MAINTENANCE FOR TPVA 67,51 INDEX
SUBOBJECT
UCODE/ORD#/DRC

ITGEN1000
DE5A5
TV10 INDEX 67,510.48 INFORMATION TECHNOLOGY SOFTWARE CONTRACTS GRANT TITLE NOT ON FILE GRANT DETAIL PROJECT PROJECT DETAIL START DATE END DATE

FINANCIAL ERRORS : E024 E127

F1-HELP F2-SELECT F3-DELETE F7-VIEW DOC F4-PRIOR F5-NEXT F9-LINK

G008 - NEXT RECORD DISPLAYED F10-SAVE F12-ERRORS 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: 7 ayes O nayes O abstained
Legislators present

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.



Department: <u>Information Technology</u>

E-80-06

Contract Details

SERVICE Software Maintenance

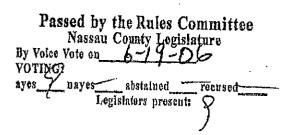
NIFS ID #: CLIT06000006 NIFS Entry Date: 04/18/2006 Term; from 04/01/2006 to 03/31/2008

Amendment (Amendment (nce Attached: t. Disclosure Attached: Yes No Yes No
Addl. Funds	nce Attached: t. Disclosure Attached: Yes No Yes No
Addl. Funds	t, Disclosure Attached: Yes No Tes No No Tes
Agency Information Solution	Yes No D
Ame Vendo 15	AND AND PROPERTIES AND AND AND AND AND AND AND AND AND AND
ame Vendor ID#	
	County Department Department Contact Mike Fischer
ddress Contact Person 10-A Millstone Drive Poter Inglis litsbarough, NC 27278 Phone	Address 160 Old Country Read, Mineola, NY 11501 Phone (516) 571-0106
:	

DA PE	DEPARTMENT	La Internal Verification	Apple SENATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	- Comment of the comm	Required (a)
1/09/02	, OMB	NIFS Approval	1 Jale Hant	Yes No No Not required if
5/1906	County Attorney	CA RE & Insurance Verification	19 Figlor almost	blanket resolution
/ /	County Attorney	CA Approval as to form	BE MI	
	Legislative Affairs	Fw'd Original Contract to CA	1 5/23 negoffich	
	Rules 🔲 / Leg. 🔲			Yes No Li
	County Attorney	NIFS Approval	126/20 8/ ff Ch	
	Comptroller	NIFS Approval		
	County Executive	Notarization Filed with Clerk of the Leg.	B 7/5/00	

RULES RESOLUTION NO 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.



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#: CNTEGST37111



Department; _		
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Contract Summary

Description:	· · · · · · · · · · · · · · · · · · ·		w		
Purpose: Critical mainte	enance services for the services				
	and the solid	are preduct CompaCourt	which is used at the Traff	ic & Parking Violations Agency	,
				is a second of the second	1
Method of Procurement:					
See attached executive or	der and department head jo	istification.			
•	ψ.				•
Procurement History:				·	
area area expelitive of	der and department head ju	stiffcation,			
	•				•
Description of General Pr	ovisions:				
license agreement #C-348	plated services originally bec	ame effective on April 1.	1996 and is now being orto	2	008
using the CompuCourt pr	of dated November 1, 1994 oduct in order to protect ag	specifies that the County p	must have a maintenance a	2 anded further until March 31, 36 agreement in place with the COI ice needs and renairs	107. The CompuCourt
•		and therein systems thing	res as well as routine servi	ice needs and repairs.	11 KALCTOR, While
•				•	
Impact on Funding / Price	Analysis:				
Annual Software Maintens Consulting Services: \$15,00	The Billion of the second	=\$69,787,44 - (4))	07-333108,	63,826.81 Las tu renew)	
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if the County exercises the	ir option, the second year A:	nnusi Software Maintenas	The contract (D4101 top co	3/31/2008) will be \$63,826.81. C	
Tariff Color III AMILIA			contract (04/01/0/ - 03	3/31/2008) will be \$63,826.81. C	onsulting Services will
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Recommendation: (approve	e as submitted)				
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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. <u>Term.</u> 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:

Period service

Cost service

April 1, 2006 through March 31, 2007 April 1, 2007 through March 31, 2008

\$60,787.44 \$63,826.81

If the COUNTY elects to renew the Agreement:

- 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. <u>Full Force and Effect.</u> 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 APAL, 2006.

QUEST COMPUTER PRODUCTS, INC.

Name: Peren T

Title: Pres Dero Date: 4/4/06

NASSAU COUNTY

Name: Thomas W. Stokes

Title: Deputy County Executive.

Date: 7/7/06

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

STATE OF NORTH CAROLINA)

(COUNTY OF O rough)

On the Hori day of April in the year 200 before me personally came that he or she resides in the County of Overal; that he or she is the President of instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

On the Horizon day of April in the year 200 before me personally came that he or she resides in the County of Moverne day of directors and say of the president of the president of the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said comparation.

On the Horizon day of April in the year 200 before me personally came that he president and say of the day of the president of the pre

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

On the by day of July in the year 2006 before me personally came that he or she resides in the County of 50400 ; 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 41-4781488

Qualified in Queens County 2010 Commission Expires February 28,2010



Department: Information Technology

Term: from 04/01/2008 to 03/31/2009

Contract Details WIFS ID# CLITO8000002

NIFS Entry Date: <u>02/19/2008</u>

New Renewal	\boxtimes	
Amen dment (#5)	\boxtimes	
Time Extension	X	
Addl. Funds	X	
Blanket Resolution RES#		*******

) Mandated Program:		 _
The same of the sa	Yes [No 🔀
Comptroller Approval Form Attached:	Yes 🛛	No [
) CSBA Agreement § 32 Compliance Attached:	Yes	No 🛛
) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🏻	No 🗌
) Insurance Required	Yes 🏻	No 🗌
	X es 🔀	ĺ

Agency Information

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Quest Computer Products		Vendor ID# 561853189-01
		,
Address		Contact Person
fi O-A Milistone Drive Willsborugia, NC 27278	ř.	Peter Inglis
		Phone (919) 644-6593

Department Contact	
Carl Bejalano	****Please roturn the final,
-	approved contract to Peggy Brown
Address	
160 Old Country Ros	d
Mineola, NY 11501	

Routing Slip

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2/26/08	County Attorney	CA RE & Insurance Verification	V	3/2/10		ato A	<u> </u>	blanket resolution
	County Attorney	CA Approval as to form		7/2	Tolla,	TIN	1	VelZi (I)
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	County Attorney	NIFS Approval	D	3/27	9/ /			7 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1
	Comptroller	NIFS Approval			C. B.	12		
	County Executive	Notarization Filed with Clerk of the Leg.		4/20/08				



Department: Information Technology

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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 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:

If the COUNTY elects to renew the	Period of Service April 1, 2008 through March 31, 2009	Cost of Service \$67,018,15
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. <u>Full Force and Effect</u>. 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)
COUNTY OF ORANGE)
On the 6th day of february in the year 2008 before me personally came letell Trajes 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 Orange frall STAL, 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 PUBLIC PUBLIC AUTOM AFFICES: Alizabore
STATE OF NEW YORK)
) ss.: COUNTY OF NASSAU)
On the Abh day of April in the year 2008 before me personally came Thomas U Stolls to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Stolls; 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. 01584781488

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: Yellollol Name: Peter C. Ing (1)
Title: Pres 10 cmf

NASSAU COUNTY

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 NO: 1387 DATE: Jan 10, 2008

To: County of Nassau

Department of Information Services

160 Old Country Road Mineola, NY 15501

P.O. NUM	O. NUMBER DATE DELIVERED		TERMS		
***************************************		April 1, 2008	Payable on Receipt		elpt
QUANTITY		DESCRIPTION		UNIT PRICE	AMOUNT
	Renewa	al of CompuCourt Software Support Agreement			\$ 67,018.15
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				SUBTOTAL	\$ 67,018.1
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			•	TOTAL DUE	\$ 67,018.1

THANK YOU FOR YOUR BUSINESS!



Computer Products, Inc.

410-A Milistone 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

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

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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 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 of 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.

1

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 ar 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

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

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

THOMAS R. SUOZZI COUNTY EXECUTIVE



ROBERT L 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 RECUTIVE 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) 738-2897 - 516 Valley Forge Road - Hillsbototough, NC 97878

Dale Dixon Agency Manager

18 January 2008

Nassau County Traffic & Parking Violations Agency 18 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.

Vale Dixon

Morth Carolina Farm Bureau

Agency Manager

Hills borough, NC 27278



Nassau County Information Technology Inter Departmental Memo

KI	
-	۱

Elizabeth Botwin, Chief Deputy 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

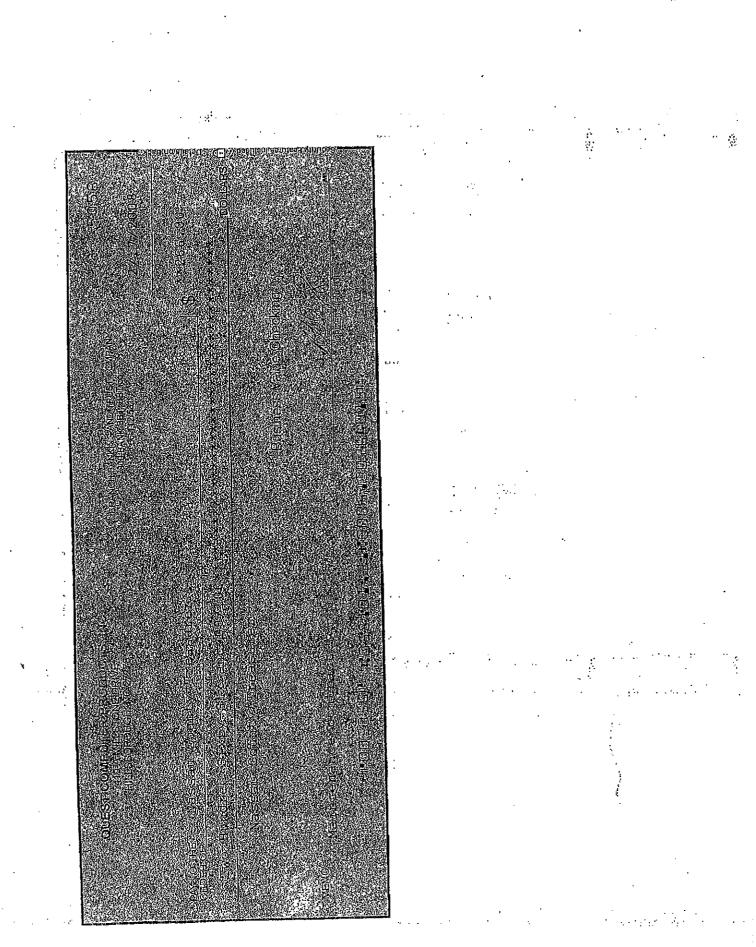
Quest Computer Products

Robert Checca, IT Commissioner

Maintenance Services for the Software Product CompuCourt

Nassan 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 \[\sum No \]
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.





Department: Information Technology

Contract Details
NIFS ID #: CLITO9000003

IFS ID #: <u>CLIT09000003</u> NIFS Entry Date: <u>03/03/2009</u>

SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2009 to 03/31/2010

New Renewal	1/ Monday 12		ž.
Amendment(#6')	1) Mandated Program:	Yes 🔲	No 🔯
Time Extension	2) Comptroller Approval Form Attached:	Yes 🛛	No 🗀
Addl. Funds	3) CSEA Agreement § 32 Compliance Attached:	Yes 🖂	No 🔯
Blanket Resolution	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No [
RES#	5) Insurance Required		740 []
	ly.	Yes 🛛	沙口一
Agames I. C.	*.	Y.	L

Agency Information

Name Quest Computer Products , Inc.	Vendor 1D# 561853189-01
Address 410-A Millstone Drive Hillsbörugh, NC 27278	Contact Person Poter Inglis
	Phone (919) 644-6593

WOUNTY	
Department Contact	
Carl Bojarano	****Please return the flaal,
	approved contract to Reggy Brown
Address	
160 Old Country Roa	đ
Mineola, NY 11501	
Phone	
(516),571-6135	•

Routing Slip

		July Butoni in Propincial			SIGNABORII	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head) Contractor Registered			606	ELVALUE U.S.
	OMB	NIFS Approval (Contractor Registered)		3/10/04	Michael It	Yes No Not required if
3/11/09	County Attorney	CA RE & Insurance Verification	Ø	3/1/09	100 duy 10 1	blanket resolution
	County Attorney	CA Approval as to form	Ź	X	1	1. 12.
	Legislative Affairs	Fw'd Original Contract to CA		\\		
	County Attorney	NIFS Approval			7.0	
	Comptroller	NIFS Approval			6060	
	County Executive	Notarization Filed with Clerk of the Leg.		4/2/09		



Contract Summary

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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 Millistone 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 De 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.

Date: 7 Long W. Name: Thomas W. Stokes

Title: Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
COUNTY OF ORANGE)
,
On the Lay of MANLY in the year 200% before me personally came PETER L. Imili to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of ORAMIE ; that he or she is the Ores that he or she is the
nerein and which executed the above instrument; and that he or she signed his or her name
hereto by authority of the board of directors of said corporation.
fines frifing Oct 27, 2013
NOTARY PUBLIC NOTARY
PUBLIC O
STATE OF NEW YORKY COUNTY
) ss.:
COUNTY OF NASSAU)
On the <u>Ind</u> day of <u>April</u> in the year <u>2009</u> before me personally came <u>Thomas W Stolls</u> to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Suffall</u> ; 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.
- Tenen and a the deality determinent have of traspare deality.
NOTARY PUBLIC FREDERICK A SUZEL JR

NOTARY PUBLIC-STATE OF NEW YORK
No. 015U4781488
Qualified in Queens County
My Commission Expires February 28, 2616



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

Vendor ID#: 561853189-01
Contact Person: Peter Inglis
Phone: 919-644-6593

Departm	ient:
Contact N Vandana I	ame: Ed Eisenstein ***Final Complete contract to Manucha***
Address: 2	240 Old country Road,
Mineola, 1	NY 11501
Phone: 51	6-571-3159
L	

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 & 3/31/2018 = 98,073.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		
Fund:	ITGEN1400	
Control:		
Resp:		
Object:	DE5A5	
Transaction:		
Project#:		
Detail:		

I	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 98,073.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 0.00	
TOTAL	\$ 98,073.00	

LINE	INDEX/OBJECT CODE	AMOUNT
9	ITGEN1400/DE5A5	\$ 98,073.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$0.00
		\$ 0.00
	TOTAL	\$ 98,073,00

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
Number County Legislature
By Voice Vote on 5.8-17
VOTING:
1922 4 nayes 3 adstrined 6 recused 6
Legislature propert: 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
<i>nstructions</i> : Please check the appropriate box ("\overline{\times}") after one of the following roman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on
n [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. □he Contract was entered into after a written request for proposals was issued on
[newspaper advertisement, posting on website, mailing, etc.] [#] of potential proposers requeste copies of the RFP. Proposals were due on [date] [#] proposals were
received and evaluated. The evaluation committee consiste of:
[list members]. The proposals were scored an 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 119-0, the department is purchasing the services required through an inter-municipal agreement.		
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,		

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

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

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

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

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

IX. { } 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. {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: \square 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

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

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

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Has the vendor or any corporate officers of the vendor provided campaign contributions bursuant 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.
Dated: 1/26/17 Signed: Peter Lanson Shaftis
Dated: 1/26/17 Signed: Pula Fourson Shaftis
Print Name: PETER LANGON INGLIJ
Title: PresidenT

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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):
Mone
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
none

Page 2 of 4
1
Describe lobbying activity conducted, or to be conducted, in Nassay County, and ident
client(s) for each activity listed. See page 4 for a complete description of lobbying activities
Mone
none
The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
and a second
yww
none

The state of the s

A CONTRACTOR OF THE PROPERTY O

6. If such lobbyist is retained or employment, you must attach a copy of semployment is oral, attach a written state of retainer or employment does not contained been authorized to lobby, separately	such document; and ement of the substa ain a signed author	ince thereof. If the written agreement ization from the client by whom you	
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 Information Technology ("IT") to be po		to the Nassau County Department of r's website.	
I also understand that upon territory give written notice to the County Attorn	mination of retain ney within thirty (3	er, employment or designation I must 0) days of termination.	
VERIFICATION: The undersigned affithe foregoing statements and they are, to			
The undersigned further certifies and af listed above were made freely and with benefit or in exchange for any benefit o	out duress, threat o	ribution(s) to the campaign committees or any promise of a governmental	
Dated: 1/21/17	Signed:	that I al	
1 '	Print Name:	PETOR C. Inglis	
	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 LARSON INGLIS
	Date of birth 4 / 19 / 4 7
	Home address 807 West BOURNE Grove U.
	City/state/zip CocFAX, NC 27235
	Business address 807 West Bourne 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/
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. 100% O GYICO by PETER LARGON 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 <u>v</u> 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? YESNO; If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YES NO, provide details.	
Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.	
7.	 In the past (5) years, have you and/or any affillated 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? YESNO If Yes, provide details for each such instance.	
	ď.	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.	bankru the pas bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chousiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
	a)	Is there any felony charge pending against you? 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.	

	Θ)	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.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed in anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such ligation.
11.	respondance	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; le details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

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, Perce L. Inquis , 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 Unday of January	z 20 <u>17</u> -	
•	Notary Public	THE COMMING ON THE PARTY OF THE	
	Quest Computer housely Inc Name of submitting business Peter Inquis	FORSYTHING	in .
	Multi Allyli Signature	·	
	Presions		
	/ <u>/ 27 / 17</u>		

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).

Dat	e: 1/26/17
1)	Proposer's Legal Name: Quest Computer Preducts, INC
2)	Address of Place of Business: 807 WESTBOLKNE Grove Ct. COLFAX, NC. 27235
	all other business addresses used within last five years:
3)	Malling Address (if different):
Pho	one: <u>336 833 3260</u>
Dọ	es the business own or rent its facilities? <u>Owi</u>
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: 56 - 185-31867
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)	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 _v _ 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
	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
	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
	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 4 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.		
pay limite such	any ar ed to v	st (5) tax years, has this business falled to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each. Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide photoco	a deta	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
17) Con	a)	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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. PO CONFLICAT GAGE
		(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.
		(ili) 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.
	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 AQUESTION OF A CONFLICT OF UTTEST MINES, THE COUNTY ATTORNAY OFFICE WILL BE CONTROTED FOR A DETERMINATION.

Α.	demor	e a resume or detailed description of the Proposer's professional qualifications, astrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.
	Should	d 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;
	ív)	State of incorporation (if applicable);
	v)	The number of employees in the firm;
	vi)	Annual revenue of firm;
	∨ii)	Summary of relevant accomplishments
	viii)	Copies of all state and local licenses and permits.
В.	Indica	te number of years in business.
C.	2. 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 Prohas provided similar services or who are qualified to evaluate the Proposer's capab perform this work.		ovided similar services or who are qualified to evaluate the Proposer's capability to
	Comp	any VILLAGE of Great Neck PLAZA
	Conta	ct Person PAT WOLFE
	Addre	ss 2 Gussack Plaza
	City/S	tate Great Necky NY 11022
	Telepi	none 516-482-4500
	Fax#	516-482-3503
	E-Mail	Address
2		
		·

Company VILLAGE of FARMINGALE
Contact Person CHERYL CRUTHERS (court clerk)
Address 361 MAIN STREET
City/State FARMINGDORLE MY 11735
Telephone 516 - 293 - 2292
Fax# 516-249-0355
E-Mail Address
Company Village of Nockville Centre
Company VILLAGE of NOCKVILLE CENTRE Contact Person CHILIS TARPINIAN (COURT CLERK)
Contact Person CHILIS TARPINIAN (Court clerks)
Contact Person CHILIS TARPINIAN (COURT CLEING) Address PO BOX 950 City/State Rockule Centre MY 11571
Contact Person CHILIS TARPINIAN (Court clerius) Address PO BOX 950

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.

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

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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 27 day of January WAN20 1911
Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public Sworn to before me this CT day of January NAN 20 144 Notary Public NAN 20 144 Notary
Name of submitting business: Ovest Compton Mutantille.
By: Veten Inqui) Print name Signature
Presionat
Title

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: COLPAX NC 27235
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp _ 5 ~ Con POther (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):
Perez Inguis
807 LESTBOURNE Grove Ct.
COLPAX, PC 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.
Perer Inguis
807 WESTBOURNE Grove Ct.
COLFAX, NC 27235

Page 2 of 4
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.
Mone
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

•

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
MET Applic Ance
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NET 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: Acta Luglio Print Name: PETER INGLIS Title: President
Print Name: Peter Inqui
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. <u>Term Renewal</u>. 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. <u>Payment</u>. The fees under this Amendment Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
- 3. <u>Full Force and Effect</u>. 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: Put deligle

Name: Peter L. Ingus

Title: Presiont

Date: 1/26/17

NASSAU COUNTY

By:

Name: 🔏

Title: Deputy County Executive

Date

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

) ss.:

COUNTY OF FORSYTH)

On the day of an 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 Gui Will; that he or she is the Mesident of
(XULST COMPUTER Productive corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the wall of directors of said
corporation.
NOTARY PUBLIC DATE A 4/20/20 COUNT IN C
STATE OF, NEW YORK)
COUNTY OF NASSAU)
On the 19 day of may in the year 2017 before me personally came
Focus (Doco) to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of (10550); 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 Notary Public, State of New York No. 020E6305114 Qualified in Nassau County C regission Expires on June 2, 20

Exhibit A

Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2017- March 31, 2018

Period of Service
April 1, 2017 through March 31, 2018

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.



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).

certificate holder in lieu of such endorsement(s).						
RODUCER	CONTAC NAME:	CONTACT NAME:				
Colonial Insurance Agency Hillsborough	PHONE	PHONE (919) 732-2191 FAX (A/C, No): (919) 732-2192				
	ADDRE			· · · · · · · · · · · · · · · · · · ·	·	
PO Box 490		INSURER(S) AFFORDING COVERAGE				
HILLSBOROUGH NC 27278	INSURE	<u>RATravele</u>	ers Indem	nity Co		25658
NSURED	INSURE	INSURER B TRAVELERS INSURANCE COMPANY				
Quest Computer Products Inc.	INSURE	RC:				
307 Westbourne Grove Court	INSURE	RD:				
	INSURE	RE:				
Colfax NC 27235	INSURE	RF:		···		
COVERAGES CERTIFICATE NUMBER:CI	L1622401474			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURAN-EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW	CONDITION OF AN CE AFFORDED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D'HEREIN IS SUBJECT TO	CT TO	WHICH THIS
SR TYPE OF INSURANCE INSD WVD POLIC	CY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITE	3	
X COMMERCIAL GENERAL LIABILITY					\$	2,000,000
A CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (En occurrence)	\$	300,000
680-1468M22*	7-16-42	3/1/2016	3/1/2017	MED EXP (Any one person)	\$	5,000
Name of the Control o				PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:		ļ		GENERAL AGGREGATE	\$	4,000,000
X POLICY PRO-				PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:			:	AlOt	8	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	44-1
ANY AUTO		1		BODILY INJURY (Per person)	\$	
ALLOWNED SCHEDULED				BODILY INJURY (Per accident)	\$	
AUTOS AUTOS NON-OWNED				PROPERTY DAMAGE	\$	
HIRED AUTOS AUTOS				(Per accident)	\$	
UMBRELLA LIÁB OCCUR		<u> </u>		EACH COOLDECTION		
		{		EACH OCCURRENCE	\$	
ODMINISTRA				AGGREGATE	\$	
DED RETENTION \$ WORKERS COMPENSATION		,	·	PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY Y/N			ļ			
ANY PROPRIETOR/PARTNER/EXECUTIVE N/A		0/01/0015	0.404.4001.6	E.L. EACH ACCIDENT	\$	100,000
B (Mandatory in NH) 6JUB-6B1845	31-7-13	8/21/2015	8/21/2016	E.L. DISEASE - EA EMPLOYEE		100,000
DÉSCRIPTION OF OPERATIONS below		<u></u>		E.L. DISEASE - POLICY LIMIT	\$	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional	Remarks Schedule, ma	y be aftached if n	tore space is req	ulred)		
Certificate holder is additional insured with	h respect to	General 1	Liability	per written cont	ract	
						1
CERTIFICATE HOLDER	CAN	CELLATION	,,, <u>, , , , , , , , , , , , , , , , , </u>			
CERTIFICATE FIOLDER	- OAN	<u>OLLLA IIOI</u>				
COUNTY OF NASSAU STATE OF NEW YORK	TH	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE O EREOF, NOTICE WILL CY PROVISIONS.		
1 WEST STREET MINEOLA, NY 11501	HTUA	ORIZED REPRES	ENTATIVE			
	CARI	CARLA MOORE/CARLA Cardo J. MARIE				

Quest Computer Products, Inc.

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

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		\$98,073.00
	For period 04-01-2017 to 03-31-2018	}	
		SUBTOTAL	\$ 98,073.00
		SALES TAX	
		TOTAL DUE	\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!

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Labas, Patricia

From:	
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Verizon Notification < verizon-notification@verizon.com>

Sent:

Monday, April 16, 2018 11:34 AM

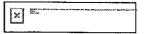
To:

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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This email has been sent from an auto-notification system that cannot accept incoming email.

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