

E-54-18

NIFS ID:CLPW18000001 Department: Public Works**Capital:**

SERVICE: transcription services for 2018

Contract ID #:CQPW15000002

NIFS Entry Date: 08-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

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

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

Vendor Info:	
Name: Excel Reporting, Inc.	Vendor ID#: 274635533
Address: 56 Prospect Ave., East Rockaway, NY 11518	Contact Person: Martha Reina
	Phone: 516-596-1109

Department:
Contact Name: Martin Katz
Address: Nassau County DPW Division of Planning 1194 Prospect Ave. Westbury, NY 11590 Phone: (516) 571-6823

Routing Slip

Department	NIFS Entry: X	13-DEC-17 -- JLESMAN
Department	NIFS Approval: X	22-MAR-18 -- RDALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-APR-18 -- APERSICH
OMB	NIFS Approval: X	09-APR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	27-MAR-18 -- AAMATO
County Atty.	Approval to Form: X	29-MAR-18 -- NSARANDIS
Dep. CE	Approval: X	19-APR-18 -- BSCHNEIDER

2018 APR 21 P 16:06
 NASSAU COUNTY
 DEPT OF PUBLIC WORKS
 DIVISION OF PLANNING

Leg. Affairs	Approval/Review: X	18-APR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: The Nassau County Planning Commission (NCPC) is required by law to keep minutes of its regular meetings and hearings. Transcription reporting services enable the NCPC to have a detailed and accurate record of all such proceedings. In addition, the Planning Commission requires such transcription services for other meetings and hearings as needed.</p>
<p>Method of Procurement: : The initial Contract (commencing Jan. 8, 2015 and terminating Dec. 31, 2015) was competitively bid. That Contract provided the option for three one-year annual renewals. This represents the third renewal that will commence on Jan. 1, 2018 and end Dec. 31, 2018</p>
<p>Procurement History: The RFP was advertised publically in NEWSDAY on 11/10/2014 and contractors had until 11/17/2014 to reply with their proposals. Only one proposal was received. It was received from Excel Reporting, Inc (the Contractor) who currently provides the requested services to the county. The Selection Committee reviewed the contractor's proposal using scoring worksheets and submitted their recommendations on 11/20/14. As a result of this review, Excel Reporting, Inc. was selected with the Contract executed by the County on 4/13/15.</p>
<p>Description of General Provisions: The services to be provided by the vendor (for the period Jan. 1,2018 - Dec.31, 2018) consist of appearing at and transcribing all Nassau County Planning Commission meetings and hearings and other such meetings and hearings as requested by the Planning Commission. All stenographic recordings shall meet the requirements of the State Administrative Procedure Act. The vendor is to provide one hard copy and one electronic copy of all transcripts. All standard County-required provisions are included in the contract.</p>
<p>Impact on Funding / Price Analysis: Impact on Funding / Price Analysis: The original Contract for services rendered between Jan. 1, 2015 and Dec. 31, 2015 was for a maximum of \$24,000. The County is exercising the option to renew the Contract (third renewal) for a maximum of \$24,000. The contractor will be paid in arrears and will submit a claim voucher for the services provided in accordance with Section 3 of the initial Contract.</p>
<p>Change in Contract from Prior Procurement: No change to the underlying contract have been made for this renewal. The Maximum Amount of \$24,000 has not been changed.</p>
<p>Recommendation: (approve as submitted) Approve as submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWGEN					
Control:	0175	Revenue Contract:		03	PWGEN0175/DE500	\$ 24,000.00
Resp:	PL10	County	\$ 24,000.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 24,000.00			\$ 0.00

% Increase					TOTAL	\$ 24,000.00
% Decrease						

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Excel Reporting, Inc.

2. **Dollar amount requiring NIFA approval:** \$24000

Amount to be encumbered: \$24000

This is a Amendment

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

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

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

3. **Contract Term:** 1-1-18 - 12-31-18

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

The Nassau County Planning Commission (NCPC) is required by law to keep minutes of its regular meetings and hearings. Transcription reporting services enable the NCPC to have a detailed and accurate record of all such proceedings. In addition, the Planning Commission requires such transcription services for other meetings and hearings as needed.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

APERSICH

09-APR-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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND EXCEL REPORTING, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Excel Reporting, Inc. for services relating to the recording and transcribing of proceedings at hearings and meetings of the Nassau County Planning Commission, 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 Excel Reporting, Inc.

Jack Schnirman
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: Excel Reporting, Inc.

CONTRACTOR ADDRESS: 56 Prospect Ave. , East Rockaway,
NY

FEDERAL TAX ID #: 27-4635533

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract with Excel Reporting was originally executed by Nassau County on April 13, 2015 for the period Jan. 1, 2015 to Dec. 31, 2015 in the amount of \$24,000 for transcribing services to the Nassau County Planning Commission. This action represents an amendment to the original contract that is within the scope of the contract. The original contract provides for three annual renewal options for 2016, 2017 and 2018. This represents the final renewal option commencing Jan. 1, 2018 and terminating Dec. 31, 2018 in the amount of \$24,000. The original contract was entered into after written request for proposals was issued on Nov. 3, 2014. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on March 17, 2014. One (1) proposal was received and evaluated by the Selection Committee. The Selection Committee and Planning Commission members were satisfied with the qualifications and experience of the firm and was satisfied with work that it had performed up to that point. As a result, Excel Reporting, Inc. was selected.

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

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

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

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

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

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

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

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

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

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

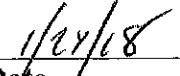
IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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



Department Head Signature



Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No.

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

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

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

Dated: 2-15-16

Vendor: Excel Reporting, Inc.

Signed: Martha Reina

Print Name: Martha Reina

Title: President

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 Martha Reina
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 56 Prospect Ave
City/state/zip E. Rockaway
Telephone 516-596-1109
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 1/7/11 Treasurer 1/1
Chairman of Board 1/1 Shareholder 1/1
Chief Exec. Officer 1/1 Secretary 1/1
Chief Financial Officer 1/1 Partner 1/1
Vice President 1/1
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. Sole owner - 100%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

CERTIFICATION

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

I, Martha Reina, 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 12 day of January 2018

Deanna Zwicke
Notary Public

DEANNA M ZWICKE
NOTARY PUBLIC, STATE OF NEW YORK
No. 012W6327661
Qualified in Nassau County
Commission Expires 07/13/19

Excel Reporting, Inc.
Name of submitting business

Martha Reina
Print name

Martha Reina
Signature

President
Title

11/21/18
Date

Business History Form

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

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

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

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

Date: 1-11-18

1) Proposer's Legal Name: Excel Reporting, Inc.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

none

3) Mailing Address (if different): not applicable

Phone: 516-596-1109

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 80-428-6565

5) Federal I.D. Number: 27-463-5533

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

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

Yes No ✓ If Yes, please provide details:

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

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

We would verify that any new hire and/or current reporter is not also employed by or otherwise affiliated with Nassau County which may create a conflict of interest.

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

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

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

B. Indicate number of years in business.

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

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

Company New York City Housing Authority

Contact Person Delia Cuomo-Cullen & Dykman

Address 44 Wall St

City/State New York, NY

Telephone 212-701-4138

Fax # 212-685-1531

E-Mail Address DCuomo@cullenanddykman.com

Company City of Long Beach
Contact Person Charles Geiger, Assistant Corp Counsel
Address One West Chester St.
City/State Long Beach, NY
Telephone 516-431-1003
Fax # 516-431-1016
E-Mail Address cgeiger@longbeachny.gov

Company Muscarella & DiRaimo, LLP
Contact Person Joseph DiRaimo, Esq.
Address 42 Nassau Blvd
City/State Garden City, NY
Telephone 516-485-0400
Fax # 516-485-0444
E-Mail Address jdiraimo@muscarella-diraimo.com

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, Martha Reina, 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 12th day of January 2018

Deanna Zwick
Notary Public

Name of submitting business: Excel Reporting, Inc.

By: Martha Reina
Print name
Martha Reina
Signature

President
Title

1, 12, 18
Date

DEANNA M ZWICKE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01ZW6327681
Qualified in Nassau County
Commission Expires 07/13/19

EXCEL REPORTING, INC.
BUSINESS HISTORY FORM
NASSAU COUNTY PLANNING COMMISSION

A. Resume of Proposer, Martha Reina, President of Excel Reporting, Inc., with detailed description of the Proposer's professional qualifications, demonstrating extensive experience in the profession of court reporting and transcription, is attached.

- i) Date of Formation of Excel Reporting is August 1990 and was then incorporated in January 2011.
- ii) Martha Reina, principal and co-founder at the inception of the business in August of 1990, now President, resides at 66 Highland Down, Shoreham, NY 11786
- iii) Martha Reina, President - resides at 66 Highland Down, Shoreham, NY 11786
- iv) State of Incorporation is New York.
- v) The firm has three office employees who perform scheduling and invoicing.
- vi) Annual revenue of firm for the year 2015 is \$423,894. Annual revenue of firm for the year 2016 is \$424,688. To date, annual revenue of firm for the year 2017 is \$382,656, to date.
- vii) Excel Reporting, Inc. has been thoroughly vetted and certified as a M/WBE by the State of New York, City of New York, Small Business Services, and County of Nassau and is an approved vendor by New York State, New York City and Nassau County. Excel was nominated for the Working Woman Entrepreneurial Excellence Awards by Working Woman magazine and saluted as such. Excel currently holds contracts with the New York City Housing Authority for both court reporting and transcription, New York State Industrial Board of Appeals, Department of Labor White Plains Office, Town of North Hempstead and Nassau County Planning Commission for court reporting.
- viii) Not-applicable. New York State does not license court reporters.

B. Excel Reporting, Inc. has been in business for 27 years.

C. Additional information regarding Excel Reporting, Inc. to determine capacity and reliability to perform services is delineated below as follows:

EXCEL REPORTING, INC.
BUSINESS HISTORY FORM
NASSAU COUNTY PLANNING COMMISSION

With five years as an independent court reporter and then 27 years as the owner of court reporting agency, Excel Reporting, Inc., Martha Relna, President, has a wealth of experience regarding court reporting in all legal realms and oversees all operations of the business. Excel Reporting, Inc. has been providing court reporting services in a wide array of legal matters similar to the services needed on this contract, namely, depositions on matters related to personal injury, construction matters, commercial matters, medical malpractice, legal malpractice, employment discrimination, and 50-h municipal hearings. In the public sector, Excel has performed court reporting and transcription for the New York City Civilian Complaint Review Board, New York City Housing Authority, Town of North Hempstead 50-h hearings and Board of Zoning Appeals hearings, as well as 50-h hearings and depositions for City of Long Beach, Town of Oyster Bay and Town of North Hempstead.

Several reference letters from both public and private sector clients, who represent insurance companies, Fortune 500 companies and individuals, are attached, namely reference letter from William Nimmo, Nassau County Deputy Commissioner, reference letter from Jonathan Darsche, Deputy Chief Prosecutor, NYC Civilian Complaint Review Board (CCRB), Chuck Geiger, Long Beach Corporation Counsel attorney and various private sector client reference letters as well. Additionally, a character reference letter from Theresa Dukes, Nassau County Program Development Supervisor, is attached.

As a courtesy, Excel Reporting, Inc. provides its clients with secure online 24/7 access to all transcripts by storing and archiving them on our website transcript repository. The client is provided with a login which allows the client access to client's transcripts through that website. This is provided free of charge whenever any other per-page forms of transcription are requested, i.e. paper, CD or electronic.

Excel Reporting, Inc. provides conference rooms in the Greater New York Metro area, including Nassau County, Suffolk County, Westchester County and statewide. Nationwide conference rooms are provided as well. All conference rooms are provided free of charge as a courtesy to our clients.

EXCEL REPORTING, INC.
BUSINESS HISTORY FORM
NASSAU COUNTY PLANNING COMMISSION

Several of our conference rooms have videoconferencing capabilities including our Nassau County conference room locations.

Orders for a court reporter can be placed through all modes of communication, whether by phoning us (you ALWAYS get a human being Immediately – no voicemail options – when calling during business hours, Monday to Friday, 9am to 5pm), or by emailing us, fax, or through our website order form. The scheduling staff is friendly, efficient and professional. Language translators, videographers, videosync and videoconferencing can all be scheduled with our scheduling staff.

Excel Reporting, Inc. also provides on-site and off-site Communicative Access Real-Time (CART) for deaf and/or hearing impaired parties who wish to participate in any deposition, hearing or meeting through the use of CART captioning and resulting minutes are provided, if requested.

Martha Callahan Reina

www.excelcourtreporters.com

excelcourtreporters@gmail.com

** Fax 516-596-1125

EDUCATION:

Board of Regents State of New York Associate in Occupational Studies
Institute for Legal Office Careers - 1985

EXPERIENCE:

Freelance Court Reporter for Gemini Reporting Agency - 1985 - 1990

Reporting and production of computer-aided transcriptions of Examinations Before Trial, Depositions, Examinations Under Oath, Municipal Hearings. Reporting medical malpractice matters, matrimonials, personal injury, negligence, legal malpractice and commercial litigation.

Founded Excel Reporting Service - 1990

Manage and oversee day-to-day operations of Excel Reporting in addition to continuing to report in all matters as mentioned above. Research and implementation of court reporting billing programs, scheduling programs, real-time programs, website creation and management, transcript storage and archiving for clients; networking and advertising.

Incorporated and became President and sole officer of Excel Reporting, Inc. in January 2011 in the State of New York

CERTIFICATIONS:

Certified by Nassau County Office of Minority Affairs as a Woman-Owned Enterprise

Certified by New York State as Woman-Owned Business Enterprise

Notary Public of the State of New York

Certified by New York City as Woman-Owned Business Enterprise

ASSOCIATIONS:

Member in Good Standing of New York State Court Reporters Association

Member in Good Standing of National Court Reporters Association

AWARDS:

Working Woman Magazine Nominee Entrepreneurial Excellence Awards 2001

COUNTY OF NASSAU

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

1. Name of the Entity: Excel Reporting, Inc.
Address: [REDACTED]
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: 27-4635533
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp S-Corp Other (specify)

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

Martha Reina - President

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.

Martha Reina - President
[REDACTED]

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

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Not applicable

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

Not applicable

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

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

Dated: 1-9-16

Signed: Martha Reina

Print Name: Martha Reina

Title: President

CONTRACT AMENDMENT

THIS AMENDMENT, dated as of January 1, 2018 (together with attachments, if any, to this "Amendment") between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Ave., Mineola, New York 11501 (the "County") acting on behalf of the Planning Division of the Nassau County Department of Public Works, having its office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department") and (ii) **Excel Reporting, Inc.** (the "Contractor"), a New York corporation, having its principal office at 56 Prospect Ave., East Rockaway, NY 11518,

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW15000002 (the "Original Agreement") between the "County" and the "Contractor", executed on behalf of the County on April 13, 2015, for services relating to the recording and transcribing of proceedings at hearings and meetings of the Nassau County Planning Commission; and

WHEREAS, the term of the "Original Agreement" was from January 8, 2015, to December 31, 2015, with three (3) annual renewal options which are exercisable at the County's sole discretion; and

WHEREAS, the maximum amount that the County agrees to reimburse the contractor for Services under the "Original Agreement", as full compensation for the Services, was Twenty-Four Thousand Dollars (\$24,000) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the "Original Agreement" under the same terms and conditions of said Agreement in the same amount as provided for in the "Original Agreement"; and

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

1. Term Extension - This one-year extension represents the third and final extension as promulgated in the Original Agreement and shall commence on January 1, 2018 and terminate on December 31, 2018.

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

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

EXCEL REPORTING, INC.

By: Martha Reina
Name: Martha Reina
Title: President
Date: 1/9/18

NASSAU COUNTY

By: Brian J. Schneider
Name: Brian J. Schneider
Title: Deputy County Executive
Date: 1/29/18

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

On the 9TH day of January in the year 2018 before me personally came Martha Reina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Excel Reporting, 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.

Deanna Zwicke
NOTARY PUBLIC

DEANNA M ZWICKE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01ZV6327661
Qualified in Nassau County
Commission Expires 07/13/ 2019

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

On the 29th day of January in the year 2018 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TATUM J. FOX
Notary Public, State of New York
No. 02FO6108400
Qualified in Nassau County
Commission Expires May-10, 2020

12/02/20



Nassau County Department of Public Works Interdepartmental Memorandum

TO: Brian Schneider, Deputy County Executive

FROM: Kenneth G. Arnold, PE, Commissioner Public Works

DATE: January 16, 2018

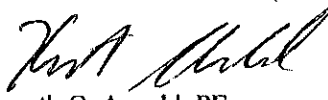
Subject: NCPC Meeting Stenographer Contract Renewal

The Nassau County Planning Commission holds public hearings to decide on subdivision, environmental review and zoning matters that are in its jurisdiction pursuant to State and local laws. The Commission holds regular hearings approximately three (3) weeks apart and there is the occasion where a special meeting is scheduled should the need arise.

A verbatim record of each hearing is provided by the court reporter/stenographer. The current court reporter contract with Excel Reporting, Inc. (CQPW15000002) includes a one (1) year term beginning on January 8, 2015 and terminating on December 31, 2015. The contract provides the option to renew, under the same terms and conditions, at the County's sole discretion for another three (3) annual renewals.

The first renewal commenced on January 1, 2016 and ended on December 31, 2016. The second renewal commenced on January 1, 2017 and ended on December 31, 2017. This is a request for a third and final renewal.

The Nassau County Department of Public Works Planning Division recommends that the current contract with Excel Reporting, Inc. be renewed for an additional one (1) year from January 1, 2018 to December 31, 2018 in the amount of \$24,000. Based upon the combined vendor invoices for 2017, this should be sufficient to cover the additional one (1) year of Commission meetings. Please indicate below your approval or disapproval of the renewal. Thank you.


Kenneth G. Arnold, PE
Commissioner, DPW

Approved

LAURA CURRAN
COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 16, 2018

EXCEL REPORTING, INC.



Attention: Martha Reina

Re: Verbatim Recording & Transcription Services – Nassau County Planning Commission
Encumbrance Number CQPW15000002
Extension of Agreement

Ms. Reina;

The above-referenced Agreement was for the period January 1, 2015 to December 31, 2015. In accordance with Section 1 "TERM", Page 1 of 7 of the subject agreement three annual one-year renewal options were provided. This letter serves as formal approval to mutually extend the Agreement for one (1) Year for the period January 1, 2018 to December 31, 2018. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Martin Katz at (516) 571-6823.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ken Arnold", written over a horizontal line.

Kenneth G. Arnold, P.E.
Commissioner of Public Works

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 87, Section 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Martha Reina - President
Name and Title of Authorized Representative

1-12-18
m/d/yy

Martha Reina
Signature

1-12-18
Date

Excel Reporting, Inc.
Name of Organization

[REDACTED]
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract ID#: CQPW15000002

CQPW15000002
Department: DPW, Planning Division**Contract Detail**

SERVICES: Stenography Services for Planning Commission

NIFS ID #: CQPW15000002
NIFS Entry Date: 2/24/2015
Term: 1/8/15 to 12/31/15

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

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

Agency Information

Vendor	
Name Excel Reporting SVC	Vendor ID# 274635533
Address 56 Prospect Ave East Rockaway, NY 11518	Contact Person Martha Reina Phone (516) 596-1109

County Department	
Department Contact Sean Sallie	
Address 1194 Prospect Avenue Westbury, NY	
Phone (516) 571-9342	

Routing Slip

DATE	DEPARTMENT	Initial Verification	DATE	SIGNATURE	RECEIVED
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	11/19/14	[Signature]	
2/24/15	OMB	NIFS Approval	2/27/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/9/15	County Attorney	CA RE&I Verification	3/9/15	[Signature]	
6/3/15	County Attorney	CA Approval as to form	6/3/15	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval	6/3/15	[Signature]	
	County Comptroller	NIFS Approval	4/17/15	[Signature]	
3/23/15	County Executive	Notarization Filed with Clerk of the Leg.	3/23/15	[Signature]	



Contract Summary

Description: Original Agreement.
Purpose: To provide the County with stenographic services and typewritten transcripts of the public hearings and special meetings held by the Planning Commission. In addition, contractor shall provide a written transcript of the entire hearing including the written transcript of each vote taken by the Planning Commission. The contractor shall also provide the County with access to the contractors online repository of hearing transcripts.
Method of Procurement: Competitive Proposal Process
Procurement History: The RFP was advertised publicly in <u>NEWSDAY</u> on 11/10/2014 and contractors had until 11/17/2014 to reply with their proposals. Only one proposal was received. It was received from Excel Reporting, Inc (the Contractor) who currently provides the requested services to the county. The Selection Committee reviewed the contractor's proposal using scoring worksheets and submitted their recommendations on 11/20/14. Final negotiations regarding the cost resulted in the same fee for their services as is currently being charged. Additionally the Contractor will be assigning the same personnel to perform the requested services that have been assigned under the existing contract.
Description of General Provisions:
Impact on Funding / Price Analysis: \$24,000.00 annum maximum. Each contractor will be paid in arrears and will submit a claim voucher for the services provided in accordance with section 3 of the contract.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PW
Resp:	0175
Object:	DE50 0
Transaction:	103

RENTAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$24,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN0175/DE500	\$24,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,000.00

Document Prepared By: _____

Date: _____

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Account Auditor	
Name	<i>Michael S. Chen</i>	Name	<i>[Signature]</i>	Name	<i>[Signature]</i>
Date	<i>4/8/2015</i>	Date	<i>4/7/15</i>	Date	<i>3/23/15</i>
				(For Office Use Only)	
				E #:	

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Planning Department of the Nassau County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590-2723 (the "Department") and (ii) Excel Reporting, Inc., 56 Prospect Avenue, East Rockaway, NY 11518 (the "Contractor").

WITNESSETH:

WHEREAS, the Department and the Nassau County Planning Commission (the "Planning Commission") desires to retain a hearing reporter to transcribe proceedings at hearings and meetings; and

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

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

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

1. Term. This Agreement shall commence on January 8, 2015 and terminate on December 31, 2015 unless sooner terminated in accordance with the provisions of this agreement with an option to renew, under the same terms and conditions as provided herein, at the County's sole discretion for another three (3) annual renewals.

2. Services. The Contractor shall provide stenographic services and typewritten transcripts of the public hearings and special meetings (the "Hearing" and "Hearings") held by the Planning Commission (the "Services"). The Services shall include the presence of a staff member at each Hearing to provide shorthand stenographic reporting. In addition, the Contractor shall provide a written transcript of the entire Hearing including the written transcript of each vote taken by the Planning Commission. Contractor shall provide a hardcopy and an electronic copy of each Hearing transcript. Any transcript provided to the Department or the Planning Commission under this section shall be delivered within seven (7) business days of the subject Hearing. The Contractor shall also provide the County with access to the Contractor's online repository of Hearing transcripts. The Contractor shall keep a list of the name and address of each speaker at such meeting or hearing.

A copy of the remaining Planning Commission meeting dates for 2015 is annexed hereto as Exhibit "A". However, this list of hearings is non-exhaustive, as the Planning Commission, at its sole discretion, can amend the list of hearing dates and schedule special Hearings from time to time. Contractor will also provide services for these special meetings.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty four Thousand Dollars (\$24,000.00) ("Maximum Amount") and shall be payable in accordance with the following rate schedule:

- (i) Appearance fee, per session - - Thirty Dollars (\$30.00)
- (ii) One (1) original hardcopy and one (1) electronic copy of the transcript
- - Three Dollars and Ninety-Five Cents (\$3.95) per page (total).
- (iii) Expedited Transcripts:
 - a. Five (5) days: Additional \$1.50 per page
 - b. Three (3) days: Additional \$1.75 per page
 - c. Next Day: Additional \$2.00 per page.

c. Next Day: Additional \$2.00 per page.

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

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

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

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

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

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

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

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

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

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

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

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

(e) Protection of Client Information. The Contractor acknowledges that while performing this Agreement it may have access to certain confidential information. The Contractor shall take all steps necessary to protect such confidential information, including notifying the County before disclosing any such information to any third party, by court order or otherwise.

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with

any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

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

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

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data, and / or any other materials compiled or produced pursuant to this Agreement; and any and all drafts and / or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

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

provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

By: Martha J. Reina
Name: Martha J. Reina
Title: President
Date: 12-8-14

NASSAU COUNTY

By: C. M. Rivera
Name: Charles Rivera
Title: Deputy County Executive
Date: 4/12/15

PLEASE EXECUTE IN BLUE INK.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of December in the year 2014 before me personally came Martha Heian to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Excel Reporting, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

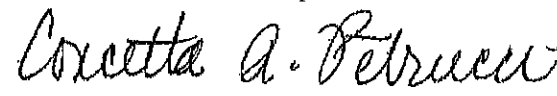
ANA M. HERNANDEZ
Notary Public, State of New York
Qualified in Queens County
No. 01ME824378
My Commission Expires 07-06-2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of April in the year 2014 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01F58258028
Qualified in Nassau County
Commission Expires April 02, 2016