



E-118-19

NIFS ID:CLPD19000006 Department: Police Dept.

Capital:

SERVICE: Canine veterinary services

Contract ID #:CQPD14000007 NIFS Entry Date: 13-MAR-19 Term: from 01-MAR-19 to 31-MAY-19

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

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

Vendor Info:	
Name: Long Island Veterinary Specialists	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: [REDACTED]
[REDACTED]	
	Phone: [REDACTED]

Department:
Contact Name: DCA Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713054

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2019 MAY 23 1:33

Routing Slip

Department	NIFS Entry: X	20-MAR-19 -- JDELLEPD
Department	NIFS Approval: X	20-MAR-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-APR-19 -- IQURESHI
OMB	NIFS Approval: X	02-APR-19 -- JNOGID
County Atty.	Insurance Verification: X	20-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	21-MAR-19 -- DGRIPPO
CPO	Approval: X	29-APR-19 -- KOHAGENCE

DCEC	Approval: X	29-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- TFOX
Leg. Affairs	Approval/Review: X	23-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Three month extension and additional funds for veterinary services for the Nassau County Police Department K9 Unit. Services include routine, emergency medical, and emergency surgical veterinary services.
Method of Procurement: Contract amendment.
Procurement History: The County issued an RFP on April 25, 2013. Three (3) vendors submitted proposals. Long Island Veterinary Specialists was selected as the highest ranking proposer.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$5,000 increase to maximum amount.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PD					
Control:	PDH	Revenue		04	PDPDH1485/DE500	\$ 5,000.00
Resp:	1485	Contract:				\$ 0.00
Object:	DE500	County	\$ 5,000.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 5,000.00		TOTAL	\$ 5,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Long Island Veterinary Specialists

2. Dollar amount requiring NIFA approval: \$5000

Amount to be encumbered: \$5000

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: 03/01/2019-05/31/2019

Has work or services on this contract commenced? Y _____

If yes, please explain: Necessary services continuing as amendment is routed through approvals.

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:

Three month extension and additional funds for veterinary services for the Nassau County Police Department K9 Unit. Services include routine, emergency medical, and emergency surgical veterinary services.

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.

IQURESHI

23-APR-19

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. – 2019

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 POLICE DEPARTMENT, AND LONG ISLAND VETERINARY SPECIALISTS OPHTHALMOLOGY SURGERY INTERNAL MEDICINE EMERGENCY, PLLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, for canine veterinary 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 amendment to agreement with Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC.

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: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC

CONTRACTOR ADDRESS: 163 South Service Road, Plainview, New York 11803

FEDERAL TAX ID #: [REDACTED]

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

The contract was originally executed by Nassau County on November 6, 2014 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued on April 25, 2013 resulting in three vendor submitting proposals. After an evaluation of each proposal, Long Island Veterinary Specialists was selected as the winning proposer.

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

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

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

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

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

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

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

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

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

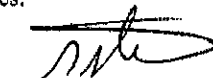
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

3/12/2019
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. 01/18 3

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Long Island Veterinary Specialists Ophthalmology
Vendor: Surgery Internal Medicine Emergency, PLLC

Dated: February 5, 2019

Signed: 

Print Name: Dominic J. Marino, DVM

Title: Member

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

None. Not applicable. The PLLC does not use lobbyists.

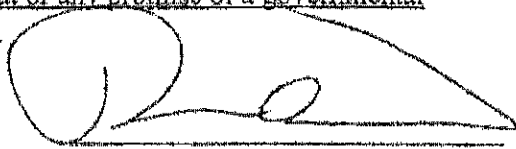
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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

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

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

Dated: February 5, 2019

Signed: 

Print Name: Dominic J. Marino, DVM

Title: Member

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 Dominic J. Marino, DVM
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 163 South Service Road
City/state/zip Plainview, NY 11803
Telephone 516-501-1700
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 06 / 01 / 1998 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details.
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.

Principal Questionnaire Form -- Additional Information

Question # 3. Do you have an equity interest in the business submitting the questionnaire? If Yes, provide details.

Yes, I have an equity interest. I am the sole member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, and I am the owner of 100% of the membership interest in the same.

Question # 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? If YES, provide details.

[REDACTED]

Question # 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? If Yes, provide details.

Yes.

1. Long Island Veterinary Specialists, P.C.; owner of 100% of the shares of this entity.

[REDACTED]

5. New York Veterinary Foundation, a Type-B Not-For Profit Corporation; founder of the Not-For-Profit Corporation.

Question # 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? If YES, provide details.

Yes.

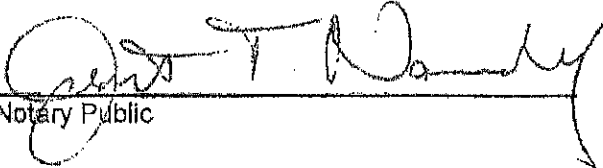
1. On November 6, 2014, Long Island Veterinary Specialists, P.C., entered into a contract with Nassau County, acting on behalf of the Nassau County Police Department (the contract subject to the contemplated assignment described herein), for veterinarian services.
2. On January 1, 2016, Long Island Veterinary Specialists, P.C., entered into a contract with Nassau County, acting on behalf of the Nassau County Sheriff's Department, Division of Correction, for veterinarian services.
3. On April 1, 2017, Long Island Veterinary Specialists, P.C., entered into a contract with the Metropolitan Transportation Authority on behalf of the Metropolitan Transportation Authority Police Department Canine Unit, for veterinarian services.

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, Dominic J. Marlo, DVM, 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 5th day of February 2017



Notary Public

JANET T. NAMENDORF
Notary Public, State of New York
No. 01466078109
Qualified in Nassau County
Commission Expires: 6/21/19

Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC
Name of submitting business

Dominic J. Marino, DVM
Print name



Signature

Member
Title

02 / 05 / 2019
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: February 5, 2019

- 1) Proposer's Legal Name: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC
- 2) Address of Place of Business: 163 South Service Road, Plainview, New York 11803

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (516) 501-1700

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation ✓ Other (Describe) Professional Service Limited Liability Company

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.
Decision making authority for the PLLC is centralized through Dr. Dominic J. Marino who meets with advisor Tim Mulcahy of Baker Tilly Virohow Krause, LLP to confirm that no conflicts exist.

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

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

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

- B. Indicate number of years in business.

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

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

Company Metropolitan Transportation Authority

Contact Person Lt. John Kerwick

Address 345 Madison Avenue

City/State New York, New York, 10010

Telephone (212) 340-3338

Fax # (212) 643-5470

E-Mail Address _____

Company Nassau County Police Department

Contact Person Lt. Terry Loughlin

Address _____

City/State _____

Telephone (516) 573-5030

Fax # _____

E-Mail Address _____

Company U.S. Customs and Border Patrol

Contact Person Deputy Chief Gary Walck

Address _____

City/State _____

Telephone (718) 487-5139

Fax # _____

E-Mail Address GARY.B.WALCK@CBP.DHS.GOV

Business History Form – Additional Information Requested in Section A

*Please note that the assignor, Long Island Veterinary Specialists, P.C. ("Assignor"), has assigned and transferred all of its operational assets and all of its employees to the proposer, Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC ("Proposer"). Please further note that, as of the date of the aforementioned assignment and transfer, the Proposer had no assets or liabilities. As a result, to best address the information which Nassau County has requested in these disclosure schedules, the date of incorporation and state of incorporation listed below shall be that of the Proposer, and the remaining information listed below is that of the Assignor, due to the Proposer's complete acquisition of all business and operational assets of the Assignor. Finally, please note that (i) the 100% owner of the Assignor is also the 100% owner of the Proposer, and (ii) the same exact business that was operated by the Assignor is now operated by the Proposer, and that the only corporate change to have taken place was a mere change in the legal entity organization.

A. Should the Proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation: May 06, 2017

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Dominic J. Marino, DVM
Member
163 South Service Road
Plainview, NY 11803

iii) Name, address and position of all officers and directors of the company:
N/A – Dominic J. Marino, DVM is the sole Member of the company, and the company is Member-managed.

iv) State of Incorporation: New York

v) The number of employees in the firm: 179

vi) Annual revenue of the firm: [REDACTED]

vii) Copies of all state and local licenses and permits: Enclosed with credentials.

B. Indicate the number of years in business: 20 years.

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

- Proposer is a multi-disciplinary, veterinary specialty hospital that is open 24 hours. We are available to receive patients requiring emergency care 24 hours a day, 365 days a year. We have Surgery doctors on-call outside of regular business hours and are able to perform emergency surgery 24 hours a day.

- We are staffed with fourteen (14) Board Certified Veterinary Specialists in their respective disciplines of: Behavior, Cardiology, Dermatology, Internal Medicine, Neurology, Oncology, Ophthalmology, and Surgery (orthopedic, neurosurgery, and soft tissue surgery).

- The aforementioned veterinary specialists are available to provide the services listed at an expert level.

- Our veterinary specialists in Surgery are available to assess canine candidates for fitness for duty as requested.

- We have provided and continue to provide extensive training for the military and law enforcement community including DEA compliance, general police canine care, advanced police canine care and tactical canine medicine.

- We offer a gait analysis laboratory and a medical infrared imaging suite to help assess a working canine's gait for performance purposes and lameness.

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, Dominic J. Marino, DVM, 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 5th day of February 2019

[Signature]
Notary Public

JANET T. NAMENDORF
Notary Public, State of New York
No. 01NAS078109
Qualified in Nassau County
Commission Expires: 6/21/19

Name of submitting business: Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

By: Dominic J. Marino
Print name
[Signature]
Signature

Member
Title

02 / 05 / 2019
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

Address: 163 South Service Road

City, State and Zip Code: Plainview, New York 11803

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Professional Service
Limited Liability Company 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):

Dominic J. Marino, DVM
[REDACTED]
[REDACTED]

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.

Dominic J. Marino, DVM
[REDACTED]
[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.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

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

None.

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

None.

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

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

Dated: February 5, 2019

Signed: 

Print Name: Dominic J. Marino, DVM

Title: Member

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 NO. 2

AMENDMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC (formerly known as "Long Island Veterinary Specialists, PLLC"), having their principal office at 163 South Service Road, Plainview, New York 11803 ("Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD14-000007 between the County and the Long Island Veterinary Specialists PLLC executed on behalf of the County on November 6, 2014, as amended (the "Original Agreement"), the Contractor performs canine veterinary services for the County, which 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 is from March 1, 2014 through February 28, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was not to exceed Ten Thousand dollars (\$10,000.00) for each contract year (the "Maximum Amount"); and

WHEREAS, the Department is desirous of extended the Original Term and increasing the Maximum Amount; and

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

1. Term. The Original Agreement shall be extended by three (3) months (the period of March 1, 2019 through May 31, 2019, the "Extension Period") so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 31, 2019.

2. Payment. Payment for the Extension Period shall not exceed Five Thousand Dollars (\$5,000.00).

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or

any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Full Force and Effect. All 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 parties have executed this Amendment as of the date first written above.

Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

By: 

Name: Dominic J. Marino, DVM

Title: Member

Date: February 5, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 5th day of February in the year 2019 before me personally came Dominic J. Marino, DVM to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, 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.

Robert T. Wamsley
NOTARY PUBLIC

JANET T. NAMENDORF
Notary Public, State of New York
No. 01NA5078109
Qualified in Nassau County
Commission Expires: 12/31/11

STATE OF NEW YORK)

52:

COUNTY OF NASSAU)

On the 5th day of February in the year 2019 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



E-83-18

NIFS ID:CLPD18000002 Department: Police Dept.

Capital:

SERVICE: CANINE VETERINARY SERVICES

Contract ID #:CQPD14000007 NIFS Entry Date: 30-MAY-18 Term: from 01-MAR-14 to 28-FEB-19

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

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

Vendor Info:	
Name: Long Island Veterinary Specialist, PLLC	Vendor ID#: [REDACTED]
Address: 163 South Service Road Plainview, New York 11803	Contact Person: Dominic J Marino
	Phone: (516) 501-1700

Department:
Contact Name: GAIL MCGRATH-GOUGH
Address: Nassau County Police Department 1490 Franklin Ave-Room 250 Mineola, New York 11501 Phone: 516-573-7150

Routing Slip

Department	NIFS Entry: X	30-MAY-18 -- GMCGRATHGOUGH
Department	NIFS Approval: X	30-MAY-18 -- GMCGRATHGOUGH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-JUN-18 -- APERSICH
OMB	NIFS Approval: X	30-MAY-18 -- WCOTE
County Atty.	Insurance Verification: X	30-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	30-MAY-18 -- DGRIPPO
Dep. CE	Approval: X	11-JUL-18 -- TFOX

Leg. Affairs	Approval/Review: X	08-JUN-18 -- MREYNOLDS
Legislature	Approval: X	23-JUL-18 -- LVOCATURA
Comptroller	NIFS Approval: X	28-AUG-18 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: Extension and Additional funds for veterinary services for the Nassau County Police Department Canine Unit, including routine, emergency medical and emergency surgical veterinary services for is Police Canine Unit Dogs.
Method of Procurement: The County put out an RFP on April 25, 2013 resulting in three vendors submitting sealed bids by June 18, 2013. the bids were opened and evaluated.
Procurement History: After evaluation of each sealed bid, Long Island Veterinary Specialist was chosen to be the vendor.
Description of General Provisions: The contractor will provide and perform routine, emergency medical and emergency surgical veterinary care for the Nassau County Police Canine Unit dogs.
Impact on Funding / Price Analysis: the \$20,000 requested is to provide funding for services thru 2018 and 2019.
Change in Contract from Prior Procurement: Term extended to February 28, 2019, additional funds.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDPDH			03	PDPDH1485/DE500	\$ 20,000.00
Control:	PDH1485	Revenue				\$ 0.00
Resp:	PDH1485	Contract:				\$ 0.00
Object:	DE500	County	\$ 20,000.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 20,000.00		TOTAL	\$ 20,000.00

RENEWAL	
% Increase	
% Decrease	



E-83-18

NIFS-ID:CLPD18000002 Department: Police Dept.

Capital:

SERVICE: CANINE VETERINARY SERVICES

Contract ID #:CQPD14000007 NIFS Entry Date: 30-MAY-18 Term: from 01-MAR-14 to 28-FEB-19

Amendment
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Addl. Funds: X
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RES#

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

Vendor Info:	
Name: Long Island Veterinary Specialist, PLLC	Vendor ID#: [REDACTED]
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	Phone: (516) 501-1700

Department:
Contact Name: GAIL MCGRATH-GOUGH
Address: Nassau County Police Department 1490 Franklin Ave-Room 250 Mineola, New York 11501 Phone: 516-573-7150

Routing Slip

Department	NIFS Entry: X	30-MAY-18 -- GMCGRATHGOUGH
Department	NIFS Approval: X	30-MAY-18 -- GMCGRATHGOUGH
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County Atty.	Insurance Verification: X	30-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	30-MAY-18 -- DGRIPPO
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Leg. Affairs	Approval/Review: X	08-JUN-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

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Recommendation: (approve as submitted)

Advisement Information

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Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 20,000.00		TOTAL	\$ 20,000.00

RENEWAL	
% Increase	
% Decrease	

E-83-18

RULES RESOLUTION NO. 114 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 POLICE DEPARTMENT, AND
LONG ISLAND VETERINARY SPECIALISTS OPHTHALMOLOGY
SURGERY INTERNAL MEDICINE EMERGENCY, PLLC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on

7-23-18

VOTING:

ayes 7

nays 0

abstained 0

recused 0

Legislators present:

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC, for canine veterinary 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 amendment
to agreement with Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 30th day of June, 2017 by and between Long Island Veterinary Specialists PLLC a/k/a Veterinary Surgical Specialists of LI ("Assignor") and Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the COUNTY OF NASSAU ("County") entered into an agreement on November 6, 2014, (No. CQPD14-000007, the "Contract" or "Agreement") for canine veterinary services, which includes but is not limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well-being of the dogs assigned to the Nassau County Police Department's Canine Unit;

WHEREAS, as of June 30, 2017 due to a necessary corporate reorganization to facilitate management, taxation and structuring purposes, Assignor assigned all of its assets, receivables, and liabilities, including any and all rights, receivables, liabilities, extensions, and renewals of the Agreement to Assignee with all Assignor's veterinarians and licensed veterinarian technicians now employed by Assignee;

WHEREAS, Assignor desires to assign the Agreement to Assignee as more fully provided below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign all of its right, title and interest, including any and all rights, receivables, liabilities, extensions, and renewals of and to the Agreement in and to the Agreement to Assignee.
2. Assumption. The Assignee hereby assumes all the obligations of the Assignor on its part to be performed under the Agreement.
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR: Long Island Veterinary Specialists PLLC

By: 

Name: Dominic J. Marino, DVM

Title: President

ASSIGNEE: Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

By: 

Name: Dominic J. Marino, DVM

Title: Member

CONSENTED TO:

COUNTY OF NASSAU

By: 

Name: Patrick J. Ryder

Title: Commissioner NCPD

Date: 5/17/18

By: 

Name: Tatum J. Fox

Title: Deputy County Executive

Date: 5/21/18

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

On the 14th day of May in the year 2018 before me personally came Dominic J. Marino, DVM to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Long Island Veterinary Specialists PLLC, 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.

Elizabeth A. Hahn
NOTARY PUBLIC

ELIZABETH A. HAHN
Notary Public, State of New York
No. 0114A0110762
Qualified in Nassau County
Commission Expires Dec. 06, 2020

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

On the 14th day of May in the year 2018 before me personally came Dominic J. Marino, DVM to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, 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.

Elizabeth A. Hahn
NOTARY PUBLIC

ELIZABETH A. HAHN
Notary Public, State of New York
No. 0114A0110762
Qualified in Nassau County
Commission Expires Dec. 06, 2020

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

On the 17th day of May in the year 2018 before me personally came Patrick J. Ryder 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 Commissioner, NCPD for the County of Nassau, the municipal corporation described herein and which executed the above instrument.

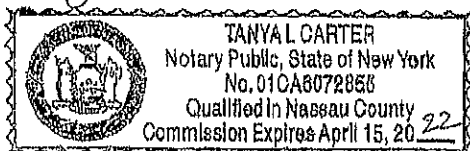
Nathalie Bell
NOTARY PUBLIC

NATHALIE BELL
Notary Public, State of New York
No. 02BEB213280
Qualified in Nassau County
Commission Expires November 2, 2021

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

On the 21st day of May in the year 2018 before me personally came Tatum J. Fox 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.

Tanya L. Carter
NOTARY PUBLIC



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: Long Island Veterinary Specialists, PLLC

CONTRACTOR ADDRESS: 163 South Service Road, Plainview, New York 11803

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("X") 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. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____
March 1, 2014. An RFP was issued on April 25, 2013 and the proposals were due by June 10, 2013. The evaluation committee consisted of LT Terrence Loughlin, PO Maria Kconaka, and PO Jeffrey Blazek. The proposals were scored and ranked and the highest ranked proposer was selected.

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

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

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

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

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

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

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

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

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

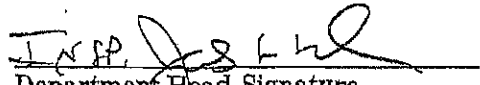
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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
5/23/2018
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. 01/18 3

AMENDMENT NO. 1

AMENDMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, having their principal office at 163 South Service Road, Plainview, New York 11803 (the "Contractor" and/or "Assignee").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD14-000007 between the County and the Long Island Veterinary Specialists PLLC executed on behalf of the County on November 6, 2014 (the "Original Agreement"), the Long Island Veterinary Specialists PLLC performs canine veterinary services for the County, which 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 is from March 1, 2014 through February 29, 2016, with the option to renew under the same terms and conditions for two (2) additional one (1) year periods (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was not to exceed Ten Thousand dollars (\$10,000.00) for each contract year (the "Maximum Amount"); and

WHEREAS, the Department is desirous of exercising its renewal options for a two year period from March 1, 2016 through February 28, 2018; extending the County's renewal option for an additional one year period, exercising such extension so that the term end date shall be February 28, 2019, , and adjusting the fee schedule; and

WHEREAS, Long Island Veterinary Specialists PLLC was agreeable to such extension and from March 1, 2014 through June 29, 2017 provided the Services to the County; and

WHEREAS, as of June 30, 2017 due to a necessary corporate reorganization to facilitate management, taxation and structuring purposes, Long Island Veterinary Specialists PLLC assigned all of its assets and liabilities, including any claims for the Services provided prior to that date to Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC and any and all rights, receivables, liabilities, extensions, and renewals of the Original Agreement (the "Assignment");

WHEREAS, such Assignment was accepted and consented to by the County; and since such effective date of the Assignment, Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC has provided the Services to the County;

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

1. Term. The Original Agreement shall be renewed and thereby extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2019.

2. Payment. Paragraph 3(a) of the Original Agreement shall be amended to the extent that the end date of the contract year shall be adjusted from December 31 to February 28 to coincide with the Term outlined therein.

3. Fee Schedule. Effective January 1, 2018, paragraph 3(a) of the Original Agreement and the Exhibit A annexed thereto are amended to reflect the following revised fee schedule which has been provided in its entirety in the Exhibit B annexed hereto.

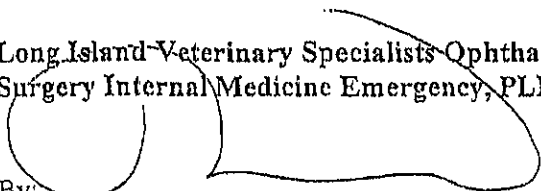
4. Partial Encumbrance. Paragraph 3 of the Original Agreement shall be amended to include the following provision:

(f) The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

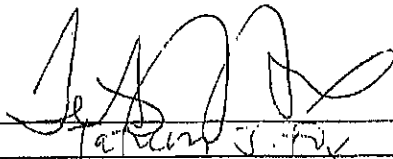
5. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

By: 
Name: Dominic J. Marino, DVM
Title: Member
Date: 05/10/2018

NASSAU COUNTY

By: 
Name: J. J. J. J.
Title: Deputy County Executive
Date: 9/7/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 14th day of May in the year 2018 before me personally came Dominic J. Marino, DVM to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, 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.

Elizabeth A. Hahn
NOTARY PUBLIC

ELIZABETH A. HAHN
Notary Public, State of New York
No. 01HA6118762
Qualified in Nassau County
Commission Expires Dec. 06, 2020

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 7 day of September in the year 2018 before me personally came Tatum J. Fox 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.

Tanya L. Carter
NOTARY PUBLIC

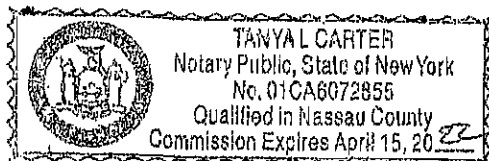


Exhibit B

PERSONAL SERVICE CONTRACT FOR VETERINARY SERVICES
FOR THE NASSAU COUNTY K-9 UNIT
JANUARY 1, 2018 THRU DECEMBER 31, 2023

Exam: \$ 0 Recheck: \$ 0 Boarding: \$ 52 /day Hospitalization: \$ 100 /day

Vaccines:

5-in-1 \$ 12
Bordetella \$ 8
Lyme \$ 18
Leptospirosis \$ 8
Rabies 1-yr. \$ 7 2-yr. \$ 7

Tests:

X-Ray (Radiographs) 2-view \$ 53 ECG Add. \$ 25
CBC/Chemistry \$ 49
Fecal \$ 39
Occult Heartworm \$ 20
Lyme Titer \$ 48
Lyme Western Blot \$ 80
Ehrlichia Titer \$ 64
In-house Cryptology \$ 0

Surgery:

Induction/Pre-Medication \$ 23
OR Sterilization \$ 160
Catheter \$ 40
IV Fluids \$ 78
EKG Monitor/Pulse OX \$ 84
Blood Pressure Monitor \$ 61
Biopsy - Excisional \$ 95 Biopsy \$ 92
Medical Waste Fee \$ 3
Bandaging \$ 42

Misc. Medications:

Frontline (65-88#) 6 pk. \$ 72 (89-132#) 6 pk. \$ 75
Interceptor 6 pk. \$ 35 12 pk. \$ 70
Heartguard (51-100#) 6 pk. \$ 37 12 pk. \$ 71
Dasuquin DS 60 ct. \$ 84 84 ct. \$ 46 150 ct. \$ 112
Gentlecol \$ 12
Cephalexin 250 mg. caps \$ 0.29 500 mg. caps \$ 0.46
Tylosin Powder \$ 59 / 100g (size) jar
~~Gesquin DS~~ \$ / (# of tabs)
Tramadol 50 mg. \$ 0.30 / 1 (# of tabs)

Will services or items not specifically mentioned be discounted? Yes
If yes, how much of a discount will be offered? 25-35%*

*There is no discount applied towards dog food, as this is priced just above cost.

COST PROPOSAL COMPLETED BY: 

Long Island Veterinary Specialists
OF: Ophthalmology Surgery Internal Medicine Emergency, PLLC

Contract ID#: COPD14-0000 07Department: Police

Contract Details

E-219-14
SERVICE: Canine Veterinary ServicesNIFS ID # COPD14-0000 07NIFS Entry Date: 8-14-14Term: from 03/01/14 to 02/29/16

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

Agency Information

Vendor	
Name: Long Island Veterinary Specialists	Vendor ID# [REDACTED]
Address: 163 South Service Road Plainview, N.Y. 11803	Contact Person: Dominic J. Marino Phone 516-501-1169

County Department	
Department Contact Lt. Loughlin	14 NOV 15 AM 10:19
Address: HPB Canine Unit	
Phone 516-573-8234	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8-14-14	L. J. Loughlin	
8/25/14	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/25/14	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
8/28/14	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 8/28/14	[Signature]	
	County Attorney	CA Approval as to form	<input type="checkbox"/> 8/28/14	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/> 9/2/14	Gregory A. Meyer	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 10/31/14	[Signature]	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 11/3/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 9/2/14	[Signature]	

Contract ID#: CQPD14-0000 07Department: Police**Contract Summary**

Description Encumber funds for Canine Veterinary Services.
Purpose: The purpose of this contract is to secure veterinary services for the Nassau County Police Department Canine Unit, including routine, emergency medical and emergency surgical veterinary services for its Police Canine Unit dogs.
Method of Procurement: The County put out an RFP on April 25, 2013 resulting in three vendors submitting sealed bids by June 18, 2013. The bids were opened and evaluated.
Procurement History: After evaluation of each sealed bid, Long Island Veterinary Services was chosen to be the vendor.
Description of General Provisions: The contractor will provide and perform routine, emergency medical and emergency surgical veterinary care for its Police Canine Unit dogs.
Impact on Funding / Price Analysis: Not to exceed \$10,000 for each annual contract period ending on February 28(9), through 2016.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information


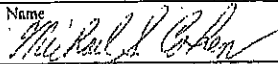
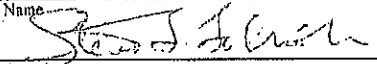
BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1485
Object:	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 10,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 10,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1485/DE500	\$ 10,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 10,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: M.J. Weyer AIIIDate: 4/19/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: <u>9/2/14</u>
Date: <u>11/3/2014</u>	Date: <u>11/3/14</u>	(For Office Use Only)
		E #:

E-219-14

RULES RESOLUTION NO. 228 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY POLICE DEPARTMENT, AND LONG ISLAND
VETERINARY SPECIALISTS PC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Long Island Veterinary Specialists PC to provide canine veterinary
services, a copy of which is on file with the Clerk of the Legislature; now,
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Long Island Veterinary Specialists PC.

RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY POLICE DEPARTMENT, AND LONG ISLAND
VETERINARY SPECIALISTS PC

WHEREAS, the County has negotiated a personal services agreement
with Long Island Veterinary Specialists PC to provide canine veterinary
services, a copy of which is on file with the Clerk of the Legislature; now,
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Long Island Veterinary Specialists PC.

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: Long Island Veterinary Specialists, PLLC

CONTRACTOR ADDRESS: 163 South Service Road
Plainview, NY 11803

FEDERAL TAX ID #: 113415783

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 April 25, 2013 [date]. Potential proposers were made aware of the availability of the RFP by Newsday [newspaper advertisement, posting on website, mailing, etc.]. 9 [#] of potential proposers requested copies of the RFP. Proposals were due on June 18, 2013 [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: Lt. Terrance Loughlin, PO Maura KOeneke, PO Jeffrey Shaikh [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a

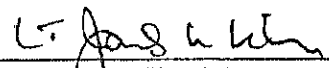
competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,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

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

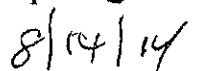
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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



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

REQUEST FOR PROPOSAL FOR
CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #1 Contract Requirements and Proposed Solution (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Is the proposal concise? That is, is the proposal marked by brevity of expression and statement, and free from elaboration and superfluous detail?
- Is the proposal complete? Does it contain all elements identified in the RFP?
- Does the proposal clearly represent the vendor's capabilities?

Based on your assessment, assign a numerical rating to the proposal using the following scale:

"5" = The proposal contains all elements, is concise and clearly presents the vendor's capabilities.

"4"

"3" = The proposal is missing one or two elements, is mostly concise and mostly clear

"2"

"1" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.

Evaluator's Name: Terence Loughlin

Agency Name	Low High				
	1	2	3	4	5
Long Island Veterinary Specialists			✓		
Levittown Animal Hospital		✓			
Veterinary Medical Center of LI			✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #2 Vendor profile: Organization, Capacity, Staffing, Resumes (Weight: 25%)
Complete substantiation of the organizational structure and capacity to provide and support the proposed serves defined in Section 1, Number 2, Scope of Services.

- Does the vendor demonstrate the ability to provide services that support the goals of this job title listed in the scope of services?
- Does the vendor provide resumes of personnel stating the quality and demonstrating needed skills of personnel?
- Does the vendor clearly describe the potential resource utilization methods and approach?

Examine the proposal and score it using the following scale:

"5" = The vendor's proposal demonstrates a high level of substantiation of the organizational structure and capacity to provide and support the proposed serves.

"4" "3" = The vendor's proposal demonstrates a moderate level substantiation of the organizational structure and capacity to provide and support the proposed serves.

"2" "1" = The vendor's proposal demonstrates a lack of readiness to substantiation of the organizational structure and capacity to provide and support the proposed serves.

Evaluator's Name: Terence Loughlin

Agency Name	Low				High
	1	2	3	4	5
Long Island Veterinary Specialists					✓
Levittown Animal Hospital		✓			
Veterinary Medical Center of LI			✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate a prior public sector experience?
- Does the vendor's organization and experience demonstrate the capacity to provide this service?
- Has the vendor performed successfully in the past on projects of similar size and scope?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

"4"

"3" = The vendor's history and service background are adequate.

"2"

"1" = The vendor's history and service background are less than adequate.

Evaluator's Name: Terence Loughlin

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists				✓		
Levittown Animal Hospital		✓				
Veterinary Medical Center of LI			✓			

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

Examine the proposal and score it using the following scale:

"5" = Program cost, including financial viability and cost effectiveness, is more than adequate.

"4"

"3" = Program cost, including financial viability and cost effectiveness, is adequate.

"2"

"1" = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator's Name: Terence Longini

Agency Name	Low High				
	1	2	3	4	5
Long Island Veterinary Specialists				✓	
Levittown Animal Hospital		✓			
Veterinary Medical Center of LI			✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #1 Contract Requirements and Proposed Solution (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Is the proposal concise? That is, is the proposal marked by brevity of expression and statement, and free from elaboration and superfluous detail?
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"3" = The proposal is missing one or two elements, is mostly concise and mostly clear

"2"

"1" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.

Evaluator's Name: Marco Koenke

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists					✓	
Levittown Animal Hospital			✓			
Veterinary Medical Center of LI				✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #2 Vendor profile: Organization, Capacity, Staffing, Resumes (Weight: 25%)
Complete substantiation of the organizational structure and capacity to provide and support the proposed serves defined in Section 1, Number 2, Scope of Services.

- Does the vendor demonstrate the ability to provide services that support the goals of this job title listed in the scope of services?
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"2" "1" = The vendor's proposal demonstrates a lack of readiness to substantiation of the organizational structure and capacity to provide and support the proposed serves.

Evaluator's Name: Maura Koeneke

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists						✓
Levittown Animal Hospital		✓				
Veterinary Medical Center of LI			✓			

REQUEST FOR PROPOSAL FOR
CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate a prior public sector experience?
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"3" = The vendor's history and service background are adequate.

"2"

"1" = The vendor's history and service background are less than adequate.

Evaluator's Name: Maura Koeneke

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists						✓
Levittown Animal Hospital		✓				
Veterinary Medical Center of LI				✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

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"1" = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator's Name: Maura Koeneke

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists						✓
Levittown Animal Hospital		✓				
Veterinary Medical Center of LI				✓		

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #2 Vendor profile: Organization, Capacity, Staffing, Resumes (Weight: 25%)
Complete substantiation of the organizational structure and capacity to provide and support the proposed serves defined in Section 1, Number 2, Scope of Services.


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"2" "1" = The vendor's proposal demonstrates a lack of readiness to substantiation of the organizational structure and capacity to provide and support the proposed serves.

Evaluator's Name: Jeffrey T. Shahan 

Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists						✓
Levittown Animal Hospital			✓			
Veterinary Medical Center of LI			✓			

**REQUEST FOR PROPOSAL FOR
CANINE VETERINARY SERVICES**

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate a prior public sector experience?
- Does the vendor's organization and experience demonstrate the capacity to provide this service?
- Has the vendor performed successfully in the past on projects of similar size and scope?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

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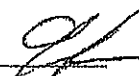
"3" = The vendor's history and service background are adequate.

"2"

"1" = The vendor's history and service background are less than adequate.

Evaluator's Name:

JEFFREY T. SHAWCH



Agency Name	Low					High
	1	2	3	4	5	
Long Island Veterinary Specialists					✓	
Levittown Animal Hospital		✓				
Veterinary Medical Center of LI			✓			

REQUEST FOR PROPOSAL FOR CANINE VETERINARY SERVICES

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

Examine the proposal and score it using the following scale:

"5" = Program cost, including financial viability and cost effectiveness, is more than adequate.

"4"

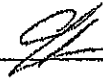
"3" = Program cost, including financial viability and cost effectiveness, is adequate.

"2"

"1" = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator's Name:

TERREY SHANKS



Agency Name	Low High				
	1	2	3	4	5
Long Island Veterinary Specialists				✓	
Levittown Animal Hospital		✓			
Veterinary Medical Center of LI			✓		



Dominic J. Marino, DVM, Dip. ACVS, ACCT, CCRP
Chief of Staff

February 10, 2014

To Whom It May Concern:

Be it known that I, Dr. Dominic J. Marino, address being 163 South Service Rd. Plainview, NY 11803, 516-501-1700, am the president of Long Island Veterinary Specialists.

Sincerely,

Dominic J. Marino, DVM, Dip. ACVS, ACCT, CCRP
President

LONG ISLAND VETERINARY SPECIALISTS

163 SOUTH SERVICE ROAD / PLAINVIEW, NEW YORK 11803

PHONE (516) 501-1700 / FAX (516) 501-1169

WWW.LIVS.ORG

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 201____ (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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Long Island Veterinary Specialists PC, having its principal office at 163 South Service Road, Plainview, New York 11803 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on March 1, 2014 and shall terminate on February 29, 2016 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of canine veterinary services, which will include but not be limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well being of the dogs assigned to the Department's Canine Unit ("Services").

3. Payment. (a) Amount of Consideration. The County agrees to pay the Contractor pursuant to the rate schedule for Services provided which is attached hereto as "Exhibit A" and incorporated herein by reference. The maximum amount to be paid to the Contractor for the Contractor's services under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) for each contract year ending on December 31 (the "Maximum Amount") contingent upon available appropriation and encumbrance of funds for these Services.

(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) 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 of the County.

(e) 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, and disclosure of information, 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, such breach being 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, attached to this Agreement 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.

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 add Nassau as an additional insured and have a minimum single combined limit liability of not less than one million dollars (\$1,000,000.00) per occurrence (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 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. In connection with the expiration and renewal of the policies, the Contractor will provide renewal or replacement certificates as soon as practicable. 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. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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.

14. 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.

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

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

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

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

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

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

18. 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.

19. 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 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement with a check made payable to "Nassau County".

20. 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 and other governmental 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.

21. 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.

[The remainder of this page intentionally left blank.]

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

LONG ISLAND VETERINARY SPECIALISTS, PLLC

By: 

Name: DOMINIC J. MARINO

Title: CHIEF OF STAFF

Date: _____

NASSAU COUNTY

By: 

Name: Richard P. Walker

Title: County Executive

☒ Deputy County Executive

Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF Suffolk)^{ss.:}

On the 11 day of February in the year 2010 before me personally came DOMINIC MARINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of LONG ISLAND VETERINARY SPEC., 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.

Barbara Burnett
NOTARY PUBLIC

BARBARA BURNETT
Notary Public, State of New York
No. 4835318
Qualified in Suffolk County
Commission Expires 9/30/16

STATE OF NEW YORK)

COUNTY OF NASSAU)^{ss.:}

On the 6 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PES260026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to

demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has

contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

DOMINIC J MARINO (Name)
1163 SOUTH SERVICE RD PLAINVIEW NY 11803 (Address)
516 501 1700 (Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ 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.

Date:

2/11/14

Signature of Chief Executive Officer

Name of Chief Executive Officer

DOMINIC J. MARINO

Sworn to before me this

11 day of February, 2014.

Notary Public

BARBARA BURNETT
Notary Public, State of New York
No. 4835318
Qualified in Suffolk County
Commission Expires 9/30/16

2014 Police Organization Contract Prices

Service/Product	Product Info	2014 Price
Services		
Services: Exam		\$0.00
Services: Sedation		\$20.00
Services: Radiographs		\$50.00
Services: Radiology Consultation		\$0.00
Services: Medical Waste		\$3.00
Laboratory		
Laboratory: Occult HW		\$12.00
Laboratory: Lyme Titer Igg		\$40.00
Laboratory: Lyme Titer Igm		\$45.00
Laboratory: Lyme WB		\$105.00
Laboratory: Fecal (ova / parasites)		\$22.00
Laboratory: Fecal (Giardia / EFSA)		\$30.00
Laboratory: CBC/CHEM		\$25.00
Laboratory: Ehrlichia		\$60.00
Laboratory: Cytology-IH		\$0.00
Vaccinations		
Vaccination: 7-In-1 (Includes Leptosporosis & Lyme)		\$20.00
Vaccination: Bordatella		\$6.00
Vaccination: Rabies	1 year	\$7.00
Vaccination: Rabies	3 year	\$7.00
Other Products		
Heartgard: ≤ 25 lbs.	12 Pack	\$37.00
Heartgard: 26-50 lbs.	12 Pack	\$48.00
Heartgard: 51-100 lbs.	6 Pack	\$30.00
Heartgard: 51-100 lbs.	12 Pack	\$56.00
Interceptor 51-100 lbs.	6 Pack	\$33.00
Interceptor 51-100 lbs.	12 Pack	\$60.00
Frontline 45-88 lbs.	6 Pack	\$61.00
Frontline 89-132 lbs.	6 Pack	\$62.00
Flea & Tick Shampoo	?	\$10.00
Maintenance Shampoo (cocoderm)	1 Gallon	\$25.00
Oily Skin Shampoo	1 Gallon	\$55.00
Tresaderm	15 mL	\$14.00
Oticlens	4 oz.	\$9.00
Canine Vitamins	?	\$22.00
Levothyroxine 0.2 mg	tablet	\$0.05
Levothyroxine 0.3 mg	tablet	\$0.06
Levothyroxine 0.8 mg	tablet	\$0.15
Cosequin DS	Bottle	\$42.00
Dasuquin DS ≥ 60 lbs.	Bottle 84 Caps	\$45.00
Dasuquin DS ≥ 60 lbs.	Bottle 150 Caps	\$48.00
Ketamine Injectable	10 mL	\$12.00
Syringes w/Needle	Box of 100	\$15.00
Muzzle	Large	\$10.00
Muzzle	XL	\$10.00
Dakil	1 Gallon	\$30.00

Specialized Care not detailed above will be done on an as needed basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2019

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

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

PRODUCER Prince Associates Inc. 270 Duffy Avenue Suite D Hicksville NY 11801	CONTACT NAME: Linda Godnick PHONE (A/C, No, Ext): (516) 822-6550 FAX (A/C, No): (516) 822-6564 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: Nassau County Police

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ORY028745613	5/15/2018	5/15/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Vets Professional Liability \$ Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ORY028745613	5/15/2018	5/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included Additional Insured only as agreed to by a signed written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Linda Godnick/LINDA

Linda Godnick

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ACORD 25 (2014/01)

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INS025 (2014/01)