

NIFS ID:CLPK 19000005 Department: Parks

Capital:

SERVICE: Production Lighting

Contract ID #:CQPK16000046

NIFS Entry Date: 07-MAR-19

Term: from 01-MAY-18 to 30-APR-20

Amendment	
Time Extension:	
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: Super Sounds Entertainment d/b/a Brillance Event Productions	Vendor ID#:
Address:	Contact Person:
	Phone:

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0378	W MEG
) E
	Victorian State of the State of
	(2)

Routing Slip

Department	NIFS Entry: X	07-MAR-19 PABUFFOLINO
Department	NIFS Approval: X	07-MAR-19 LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-APR-19 CNOLAN
OMB	NIFS Approval: X	07-MAR-19 JDEVITO1
County Atty.	Insurance Verification: X	07-MAR-19 AAMATO
County Atty.	Approval to Form: X	07-MAR-19 DMCDERMOTT
СРО	Approval: X	10-APR-19 KOHAGENCE

Approval: X	10-APR-19 JCHIARA
Approval: X	11-APR-19 BSCHNEIDER
Approval/Review: X	03-JUL-19 JSCHANTZ
Approval:	
Deputy:	
NIFA Approval:	
	Approval: X Approval/Review: X Approval: Deputy:

Contract Summary

Purpose: Amend Term only. Exercising the two (2) one (1) year options. New Price List attached for 2019 pursuant to the contract terms

Method of Procurement: RFP #PK0307-1605 issued April 7, 2016

Procurement History: Contract CQPK16000046, Advisement CAPK17000006 attached

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of providing production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lakeside Theatre (¿Lakeside¿), Eisenhower Park, East Meadow, NY 11554 and other County special events.

It should be noted that no services have been rendered since the last Amendment which ended on April 30, 2018. Also please note this is seasonal services.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$30,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		
Fund:	grt	
Control:	PK	
Resp:	9700oth	
Object:	de500	
Transaction:	109	
Project #:		
Detail:		

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 30,000.00
TOTAL	\$ 30,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt9700othde500	\$ 30,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 30,000.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Super Sounds Entertainment d/b/a Bril	lance Event Productions
2. Dollar amount requiring NIFA approval: \$300	000
Amount to be encumbered: \$30000	
This is a Amendment	
If new contract - \$ amount should be full amount of If advisement - NIFA only needs to review if it is in If amendment - \$ amount should be full amount of	creasing funds above the amount previously approved by NIFA
3. Contract Term: 5/1/18-4/30/20 Has work or services on this contract commend	ced? N
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (GRT) Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the cont If not, will it require a future borrowing?	tract? Y N
Has the County Legislature approved the borrowin	ng? N/A
Has NIFA approved the borrowing for this contract	?? N/A
5. Provide a brief description (4 to 5 sentences	e) of the item for which this approval is requested:
Amend Term only. Exercising the two (2) one (1) year options	s. New Price List attached for 2019 pursuant to the contract terms
6. Has the item requested herein followed all p	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 resol	lution 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:

Amount

15,000.00

Date

01-MAY-18

Contract ID

CAPK18000011

AUTHORIZATION

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

CNOLAN

09-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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND SUPER SOUNDS ENTERTAINMENT D/B/A BRILLIANCE EVENT PRODUCTIONS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Super Sounds Entertainment d/b/a Brilliance Event Productions to provide production, lighting and video equipment for productions and events at Lakeside Theatre, Eisenhower park and at other County special events, 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 amended agreement with Super Sounds Entertainment d/b/a Brilliance Event Productions. 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: Super Sounds Entertainment d/b/a Brillance Event Production
CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
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] [#] or 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 or committee and their respective departments). The proposals were scored and ranked. As a result of the
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

The contract was originally executed by Nassau County on June 30, 2016. This is an Amendment within the scope of the contract. The Advisements to the contract was executed in May, 2017 and August 2018, respectively.
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.
\square A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
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. Wendor 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
S11117

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

TES NO X If yes, to what campaign cor	nmittee?
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	oal of the consultant, contractor or Vendor authorized as a
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	ad and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contrit made freely and without duress, threat or any promise of a remuneration.	oution(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or
Electronically signed and certified at the date and time Indic Bob Richards [BOB@BRILLIANCEPRO.COM]	ated by:
Dated: 02/14/2019 02:26:45 PM	Vendor: Super Sounds DBA Brilliance Event Productions Title: Owner

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

ES 2 2 1 1 (1)			
Date of birth:	 	r.a.	
Home address:			
City: Westbury		State:	Zip Code:
Business Address:			
City: Plainview		State:	Zip Code:
Telephone:			
Other present address(e	s):		
City: Plainview	<u> </u>	State:	Zip Code:
Telephone:			
List of other addresses a	nd telephone numbers	s attached	
Positions held in submitti	ing business and start	ing date of each (check all a	pplicable)
Phone at day of	04 104 10000		
President	01/01/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer Chief Financial Officer		Secretary Partner	
Uniet Einancial Utilcer		⊬amner	
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Vice President		TOTAL	
Vice President (Other)		makantini khandrid iku ish magi pengi	
Vice President (Other) Do you have an equity in		submitting the questionnaire	
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Vice President (Other) Do you have an equity in YES - X NO 100% Equity as Owner Are there any outstandin	If Yes, provide d	submitting the questionnaire	or lease or any other type of
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Vice President (Other) Do you have an equity in YES	If Yes, provide d g loans, guarantees o ble or in part between	submitting the questionnaire etails. r any other form of security o you and the business submi	or lease or any other type of
Vice President (Other) Do you have an equity in YES	If Yes, provide d g loans, guarantees o ble or in part between X If Yes, provide d	submitting the questionnaire etails. r any other form of security of you and the business submitetails.	or lease or any other type of tting the questionnaire?
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Vice President (Other) Do you have an equity in YES X NO 100% Equity as Owner Are there any outstandin contribution made in who YES NO Within the past 3 years, I other than the one subm YES NO Has any governmental e	g loans, guarantees of ple or in part between the street of the street o	submitting the questionnaire etails. r any other form of security of you and the business submit etails. ipal owner or officer of any been etails. tracts to a business or organ	or lease or any other type of tting the questionnaire?
Vice President (Other) Do you have an equity in YES	g loans, guarantees of ple or in part between the street of the street o	submitting the questionnaire etails. r any other form of security of you and the business submit etails. ipal owner or officer of any been etails. tracts to a business or organ	or lease or any other type of tting the questionnaire?

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.

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in whi a.	Been debarred by any government agency from entering into contracts with that agency?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts
D.	cancelled for cause?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not
	limited to, fallure to meet pre-qualification standards?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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 X If yes, provide an explanation of the circumstances and corrective action
	taken.
oeen t ast 7 /ears nitiate	the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ed?
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	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	Lanci I.
been prose to ac	dition to the information provided in response to the previous questions, in the past 5 years, have you the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local ecuting or investigative agency and/or the subject of an investigation where such investigation was relativities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed by a provide an explanation of the circumstances and corrective action take
to Qu type	dition to the information provided, in the past 5 years has any business or organization listed in responsible to the subject of a criminal investigation and/or a civil anti-trust investigation and/or any of of investigation by any government agency, including but not limited to federal, state, and local regulated cies while you were a principal owner or officer? NO X If yes, provide an explanation of the circumstances and corrective action take
had a	e past 5 years, have you or this business, or any other affiliated business listed in response to Question any sanction imposed as a result of judicial or administrative proceedings with respect to any profession se held?
	NO X If yes, provide an explanation of the circumstances and corrective action take
YES	The provide an explanation of the circumstances and confective action take
YES	NO A II yes, provide an explanation of the circumstances and corrective action take
For t	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable feder or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X If yes, provide an explanation of the circumstances and corrective action take

Page 3 of 4

I, Bob Richards , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Bob Richards , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.
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.
Brilliance Event Productions
Name of submitting business
Electronically signed and certified at the date and time indicated by: Bob Richards [BOB@BRILLIANCEPRO.COM]
Owner
Title
07/02/2019 01:52:16 PM
Date
· · · · · · · · · · · · · · · · · · ·

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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	: 02/14/2019		
1)	Proposer's Legal Name: Brilliance Event Productions		
2)	Address of Place of Business:		
	City:	State: NY	Zip Code:
3)	Mailing Address (if different):		
	City:	State:	Zip Code:
	Phone:		
	Does the business own or rent its facilities? Rent		If other, please provide details:
4)	Dun and Bradstreet number: None		
5)	Federal I.D. Number:		
6)	The proposer is a: Corporation	(Describe)	
7)	Does this business share office space, staff, or equipment of the NO X If yes, please provide details	•	ny other business?
8)	Does this business control one or more other business YES NO X If yes, please provide detail		
9)	Does this business have one or more affiliates, and/or YES NO X If yes, please provide detail	la.	r controlled by, any other business?
10)	Has the proposer ever had a bond or surety cancelled other government entity terminated? YES NO X If yes, state the name of boand reason for such cancellation or forfeiture: or detail	onding agency, (if a bo	and), date, amount of bond
11)	Has the proposer, during the past seven years, been YES NO X If yes, state date, court juri		bilities and amount of assets

12)	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
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 NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
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 NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
·	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

Page 2 of 5 Rev. 3-2016

•	federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X 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.
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.
	No conflict exists, however if one arises the county will be notified to make a determination.
A.	Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Have you previously uploaded the below information under in the Document Vault?
	YES X NO
	Is the proposer an individual? YES X NO 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. If none, explain.
	iii) Name, address and position of all officers and directors of the company. If none, explain.
	iv) State of incorporation (if applicable);
	v) The number of employees in the firm;
	vi) Annual revenue of firm;
	vii) Summary of relevant accomplishments
В.	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. None
D.	Provide names and addresses for no fewer than three references for whom the Proposer has provided similar

Page 3 of 5 Rev. 3-2016

services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	_Davidson Electronics			
Contact Person	Corey			
Address	117A Newtown Road			
City	Plainview	State	NY	
Telephone	(516) 753-0197			
Fax#	(516) 753-0216			
E-Mail Address	davidsonelec@optonline.net			
				,
Company	Rainbow Sound			
Contact Person	Eric Fairchild			
Address	23 Potter Street			
City	Farmingdale	State	NY	
Telephone	(631) 752-8869			
Fax #	(631) 752-8874			
E-Mail Address	rainbowsoundinc@aol.com			
Company	MSNY			
Contact Person	Julie Radino			
Address	1347 Lincoln Ave Unit 1			
City	Holbrook	State	NY	
Telephone	(631) 648-9028			
Fax#				
	jradinovideo@gmail.com			
				······································

	, hereby acknowledge that a materially false statement section with this form may result in rendering the submitting business entity and/or e, and, in addition, may subject me to criminal charges.			
knowledge, information and belief; the submission of this form; and that	, hereby certify that I have read and understand all the upplied full and complete answers to each item therein to the best of my nat I will notify the County in writing of any change in circumstances occurring after all information supplied by me is true to the best of my knowledge, information unty will rely on the information supplied in this form as additional inducement to ting business entity.			
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.				
Name of submitting business:	Brilliance Event Productions			
Electronically signed and certified at Bob Richards [BOB@BRILLIANCER				
Owner				
Title				
03/07/2019 11:04:00 AM				
Date				



117 Newtown Road, Plainview NY 11803 Tel: (516) 342-9955 / Fax: (516) 342-9970



Bob Richards 948 Mirabelle Ave WestburyNY 11590

High School - Graduated WT Clarke High School 1978

Attended Nassau Community College 1979 - 1981

Employed Jericho Fire district (Dispatcher) 1981 4 1984

Attended NYPD Police Academy 1984

NYPD Police officer 1984 - 2003 / 1991 Assigned to Firearms and Tactics section (Instructor)

1998 Incorporated Super Sounds Entertainment (Disc Jockey Entertainment)

2000 - DBA Brilliance Event productions

2014 - Attended Mountain Productions Rigging and Chain hoist school

Bob Richards

Brilliance Eyent Productions

Owner

COUNTY OF NASSAU

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

1. Name of the	ne Entity:	Brilliance Even	t Productions				
Address:		·					
City:				_ State:		Zip Code:	
2. Entity's Ve	endor Ident	fication Number:					y)
3. Type of Bu	usiness: _	Public Corp		_ (specify)		Provide	
body, all part	tners and li	esses of all princip mited partners, al y companies (atta	corporate office	ers, all partles of	Joint Venture:		
See attached YES	d file(s): NO X						
individual, lis	st the individ f completin	esses of all sharel lual shareholders g this section.					
Bob Richard: 948 Mirabelle Westbury, N	s e Avenue			,		encom de	
performance previously di	of this con	ate disclosure for fract. Such disclo it participate in the	sure shall be upo	dated to include			
none		*			•		M.V. surantina de mana
"None." The to influence - legislators or Commission property sub	term "lobby - or promoter r committee . Such matt lject to Cou	vist" means any a e a matter before es, including but n ers include, but a nty regulation, pro	nd every person - Nassau County ot limited to the 0 re not limited to, ocurements. The	or organization y, its agencies, t Open Space and requests for pro term "lobbyist"	retained, emp loards, commi l Parks Advisc loosals, devel does not include	loyed or designsslons, depail ory Committed opment or im de any officer	
	Are there	lobbyists involve	d in this matter?				
		, title, business a town Road	ddress and telep	hone number of	lobbyist(s):		
	(b) Descr	ibe löbbying activ	ity of each lobby	rist. See below f	or a complete	description o	f lobbying activities
	(c) List w York Stat		the person/orga	inization is regis	tered as a lob	byist (e.g., Na	assau County, Nev

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.

Electronically signed and certified at the date and time indicated by: Bob Richards [BOB@BRILLIANCEPRO.COM]

Dated:	07/02/2019 02:47:33 PM
Title:	Owner/Pres

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.

MENDMENT NO.1

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with "any exhibits hereto, this "Amendment"), between (i) Nassau County a municipal corporation having its principal office at One West Street, Mineola. New York 11501 (the "Gounty"), ecting for and on behalf of the County Department of Parks, Recreation & Museums, paving its principal office at the Administration Building, Elsenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) and (ii) Super Sounds Entertainment dibla Brilliance Event Productions a New York company, having its principal address at (the "Contractor").

WITNESSETH

WHEREAS pursuant to CQPK16000046, between the County and the Contractor executed on behalf of the County on June 30, 2016; (the forginal Agreement'), the Contractor provides production (dighting and video equipment per individual performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement.

WHEREAS, the term of the Original Agreement was from April 1, 2016 and terminated on April 30, 2018; and may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated in the original contract.

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services (inder the Original Agreement, as full compensation for the Services) is Fifteen Thousand Dollars (\$15,000,00) per year (the \$Maximum Amount), and

WHEREAS, the County and the Contractor desire to amend the Original Agreement, to Amend the Term as follows:

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

- 1 <u>Amerided Term.</u> The Contract for Services Agreement shall be amended, so that the term of the Agreement, as amended by this Amendment (the <u>Amended Agreement</u>), shall be May 1, 2018 through April 30, 2020 (exercising the two (2) one (1) year options).
- 2 Prohibition of Ciffs. 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 outlings, 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.

- 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 produced the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as pircumstances arise, to update this disclosure throughout the term of this Agreement.
- 4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

SUPERSOUNDS ENTERTAINMENT DIBIAI BRILLIANCE EVENT PRODUCTIONS

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PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
COUNTY OF NASSAU)	
E-struer— to ayar-so to a	in the year 20 <u>19</u> before me personally came ne personally came ne personally known, who, being by me duly sworn, did deposit the County of <u>Nassee</u> , that he or she is the
	pove instrument, and that he or she signed his or her name
NOTARYPUBLIC	DONNA PFEFFER Notary Public, State of New York No. 01PF6038262
	Qualified in Nassau County Commission Explies Nov. 21, 2023
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the <u>v</u> day.ef	in the year 20before me personally came ne personally known, who, being by me duly sworn, did depose
end say that he of she resides in County Executive of the County of Which executed the above instrum	the County of that he or she is a Deputy if Nassau the municipal corporation described herein and nent, and that he or she sighed his or her name thereio unity Government Law of Nassau County
NOTARY PUBLIC	



117 Newtown Road, Plainview NY 11803 Tel: 516-342-9955 / Fax: (516-343-9970

Production Price Sheet / 2019

SOUND

Small Sound Package

2	_	Subs
	-	

- 2 Tops
- 1 Amp Rack w/Processing
- 1 16 Channel Mixing Console
- 1 Podium Microphone
- 1 Shure SM-58 Microphone

\$500.00

Large Sound Package - (Corporate Meetings)

- 4 Smith Audio 1230 Tops
- 4 Smith Audio Subs
- 2 Delay Speakers
- 1 Amp Rack
- 1 20 Channel Mixing Console
- 1 Shure Podium Microphone
- 4 Wireless Shure SLX 4 Wireless Hand Microphones

3	- Wireless Head Sets	\$800.00

1 - Audio Technician / Needed to run Console \$300.00 Per Day

LIGHTING

LED Uplighting (Phillips Colors Blast 12)	\$ 50.00
LED Par Lights (Robe LED Par)	\$ 40.00
LED Wireless Uplighting	\$ 50.00
Altman Par 56 Can (300 Watt Uplighting)	\$ 25.00
ETC Source Four Leko's (19,26,36,50 Degree)	\$ 75.00
Audience Blinders	\$150.00
Martin Atomic 3000 Strobes	\$175.00
ETC Source Four Par	\$ 35.00
Elation Design Spot 575	\$175.00

Continued...

LIGHTING - Continued

Martin Mac 700	\$225.00
Martin Mac Aura LED Wash	\$225.00
Clay Paky Sharpy	\$250.00
Altman Satellite Follow Spot	\$300.00
Lycian 1275 Long Throw Follow Spot	\$450.00
Strong Super Trouper Long Throw Follow Spot	\$1000.00
Avolite Pearl Tiger Lighting Console	\$ 250.00
Grand Ma II Lite Lighting Console	\$1200.00
Litetronic 40 Amp Dimmer Packs	50.00
ETC - 24 Channel Dimmer Rack	\$ 225.00
ETC - 48 Channel Dimmer Rack	\$ 350.00
VIDEO	
4 Ft. X 6 Ft. Video Screen (Rear Projection)	\$300.00
6 Ft. X 8 Ft. Video Screen (Rear Projection)	\$300.00
10 Ft. Front or Rear Projection Screen	\$300.00
9 Ft. X 12 Ft. Video Screen	\$350.00
12 Ft. X 16 Ft. Truss Frame Video Screen	\$500.00
15 Ft, X 20 Ft. Truss Frame Video Screen	\$650.00
NEC 2200 Lumens Short Throw Projector	\$200.00
Panasonic 6K Long Throw Projector	\$400.00
LCD/DPL 7000 Lumens Projector	\$1000.00
LCD/DPL 12,000 Lumens Projector	\$1700.00
65 Inch LED Screen	\$350.00
70 Inch LED Screen	\$450.00
Sony HDMI Video Camera	\$500.00
Black Magic HDMI Switcher	\$200.00
Black Magic HDMI to SDI Converters	\$ 50.00
Video Technician	\$300.00
STAGING	
4 Ft. X 8 Ft. Black Stage Decks w/Legs & Skirts	\$100.00
SPECIAL EFFECTS	
Snow Machine	\$100.00
Martin 24/7 Hazer	\$150.00
Confetti Blast	\$175.00
Dry Ice Drop	\$300.00
Black Back Drop Curtain (16 ft. X 40 Ft.) Includes Truss	\$250.00

TRUSSING

12 X 12 X 8 FT. Tomcat Truss	\$ 50.00
12 X 12 X 10 Ft. Tomcat Truss 20 X 20 X 10 Ft. Tomcat Truss	\$ 50.00 \$ 50.00
20 A 20 A 10 I t. Iomeat Itus	φ 50.00
RIGGING	
Applied L-16 Ground Support	\$ 50.00
Gene Super Tower ST-25	\$250.00
CM Manual Chain Hoist	\$ 75.00
CM - 1/2 Ton Chain Motor	\$125.00
CM- 1 Ton Chain Motor	\$150.00
Motion Laboratory Motor Control	\$ 50.00
Steel Sling 5 Ft.,	\$ 5.00
Steel Sling 10 Ft.	\$ 5.00
Steel Sling 20 Ft.	\$ 5.00
3 Ton Beam Clamps	\$ 15.00 Each
EN- 60 Span Sets	\$ 5.00
5/8 Steel Shackles	\$ 2.00 Each
POWER	
Three Phase Distribution Panel	\$300.00 Each
Three Phase Feeder Cable \$1.50 Per Ft. @ 100 Ft.	\$150.00
19 Pin Saco 50 Ft. Power Cable	\$ 25.00 Each
LABOR	
Crew Chief Per Load In 10 Hrs @50.00 per Hour	\$500.00
Stage Hand Per Load In 10 Hrs @40.00 per Hour	\$400.00
Lighting Technician Per Show	\$400.00
TRUCKING	
Delivery & Pick - Up Per Event	\$250.00



COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554 www.nassaucountyny.gov/parks

TO:

Robert Cleary, Chief Procurement Officer

FROM:

Eileen Krieb

Commissioner, Department of Parks, Recreation and Museums

DATE:

July 1, 2019

SUBJECT: Delay Memo - Super Sounds Entertainment d/b/a/ Brilliance Event

Productions CQPK16000046/CLPK19000005

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned contract. CQPK 16000046 Amendment No. I is a \$30,000 amendment to the contract with Super Sounds Entertainment d/b/a/ Brilliance Event Productions to provide production, lighting, and video equipment as per individual performance requirements for productions and events requiring such equipment at the Lakeside Theatre in Eisenhower Park.

This amendment amends the contract term only, exercising the two (2) one (1) year options. The term is from May 1, 2018 through April 30, 2020. No services have been provided since the end of the term of the original agreement on April 30, 2018. The purpose of the retroactivity of the term is to amend and extend the term of the original agreement.



CERTIFICATE OF LIABILITY INSURANCE

Cale Hardelaran 07/10272019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND COMPERS 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 cartificate holder is an ADDITIONAL INSURED, the policyfles) must have ADDITIONAL INSURED provisions or be endorsed.

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- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract of agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
- Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

and the production of the latest and	- 1. 200 m. 12. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Name Of Additional Insured Person(s)	
Or Organization(s)	Location(s) Of Covered Operations
Any persons or ordeni alions as required	
by written contract executed prior to a	
loss.	
Information required to complete this Schedule; if not shown	above will be shown in the Declarations
and the control of th	

- A Section II Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or _"personal and ladvertising injury" caused in whole or in part, by:
 - 1. Your acts of omissions, or
 - The acts or ordissions of those acting on your behalf.

In the performance of your origing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law and
- 2 If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be proader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance allicitied to these additional insureds, the stollowing additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after

- 1. All work including materials, parts or equipment furnished in connection with such work, on the project lighter—than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
- 2. That portion of "your work" out of which the injury or damage lanses has been put to its intended use by any person or organization other than enother contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Additional Named Insureds

Other Named Insureds Brillianes Brent Productions Doing Basiness as

COPYRIGHT 2007 AMS SERVICES INC.



Department: PARKS, REC. & MUSEUMS

ADVISEMENT

Contract Details

SERVICE: Production, Lighting, Video

NIFS ID #: CAPK180000 | NIFS Entry Date: 6 | VY Term: 5/1/2018-4/30/2019
ORIGINAL CONTRACT 1/1/2000 to OPEN-ENDED

New Renewal XX	1) Mandated Program:	Yes	No X
Amendment	2) Comptroller Approval Form Attached:	Yes	No X
Time Extension	3) CSEA Agreement § 32 Compliance Attached;	Yes	No X
Addl. Funds XX	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
Blanket Resolution RES#	5) Insurance Required	Yes X	No

1	~ ^						
A	gency Inform	ation		• •			
		Vendor	County De	County Department			
Name: St Brilliar	uper Sounds Entertainme nee Event Production	nt d/b/a Vendor ID#		Department Contact Linda Barker			
Address:		Contact Person Bob Richards			Address Eisenhower Pk/Admin Bldg East Meadow, NY 11554 Phone 516-572-0238		
		And the second s					
Ei	Outing Slip leen Krieb, Commi rian Nugent, Deputy		reb	Date	4/18		
DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appy'd	SIGNATURE	Leg. Approva		
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered YES	Fw°d,		Required		
	OMB ·	NIFS Approval (Contractor Registered)			Yes No No Not required if blanket resolution		
-	County Executive	NIFS Approval		,	OWNER LESOURIE		

Comptroller

NIFS Approval

Contract ID# CQPK16000046-03



Department: PARKS, REC. & MUSEUMS

Contract Summary

Control: PK County \$ 2	Description: To encumber fi	ands for 2018 per the contract te	rms. All other term	s and condition	s remair	the same.		
Procurement Bistory: Contract CQPK16000046 since 2016 Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of providing production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lekeside Taestre (Lekeside), Eisenhower Park, East Meadow, NY 11534 and other County special events. Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ 15,000.00 Change in Centract from Prior Procurement: n/a Recommendation: (approve as submitted) Advisement Information BUDGET CODES FUNDING SOURCE AMOUNT Royente Contract XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Purpose: To encumber fund	ds for 2018 per the contract term	s. All other terms a	nd conditions re	main th	e same under Contract CQPK16	000046	
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of providing production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lakeside Tasetre (Lakeside), Eisenbower Park, East Meadow, NY 11554 and other County special events. Impact on Funding / Price Analysis: None-Hotel/Motel Tax Grant Program \$ 15,000.00 Change in Contract from Prior Procurement: n/a Recommendation: (approve as submitted) Advisement Information BUDGET CODES Fund: GRT Revenue Contract XXXXXXXX 1 INDEX/OBJECT CODE AMOUNT Revenue Contract XXXXXXXX 1 S S County S S Resp: 9700 Federal S 3 PXGRT97000TH X6 / DE500 S 15,000.00 State S S Transaction: 109 Capital S S Capital S S Cheer S 15,000.00 TOTAL S 15,000.00 TOTAL S 15,000.00 MISS Coverification Links Index of County S S S S A PXGRT97000TH X6 / DE500 S 15,000.00 TOTAL S 15,000.00 TOTAL S 15,000.00 NIPS Coverification Comptreller Curtification Comptreller Curtification Comptreller Curtification Comptreller Curtification Comptreller Curtification Name Name	Method of Procurement: Su	bmitted proposal to RFP PK030	7-1605 issued April	7, 2016.	**			
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Date (For Office Use Only)	Date	Date)	



Nassau County Interim Finance Authority

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

1. Vendor: Super Sounds Entertainment d/b/a Brilliance Event Productions
2. Dollar amount requiring NIFA approval: \$
Amount to be encombered: \$ 15,000.00
This is a New Contract Advisement 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
8. Contract Term: 5/1/18 - 4/30/19
Has work or services on this contract commenced? Yes ✓ No
If yes, please explain:
4. Funding Source:
General Fund (GEN) Capital Improvement Fund (CAP) Other Grant Fund (GRT) Federal % State % County %
Is the cash available for the full amount of the contract? Yes No If not, will it require a future borrowing? Yes No
If not, will it require a future borrowing? Has the County Legislature approved the borrowing? Yes No N/A
Has NIFA approved the borrowing for this contract? Yes No N/A
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
To provide production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lakeside Theatre at Eisenhower Park, East Meadow and other County special events
6. Has the item requested herein followed all proper procedures and thereby approved by the:
Nassau County Attorney as to form Yes No V N/A Nassau County Committee and/or Legislature Yes No V N/A
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 month
00PKT6000046-02

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.

Signature Title Date					
Print Name	and the state of t	·			
	COMPTROLLER	S OFFICE			
To the best of my know conformance with the Multi-Year Financial P	Nassau County Approved Budget :	ormation listed is true and accurate and is in and not in conflict with the Nassau County			
Regarding funding, ple	ase check the correct response:				
I certify that the	funds are available to be encumb	ered pending NTFA approval of this contract.			
	onding for this contract has been app	proved by NIFA. out the project requires NIFA bonding authorization			
Signature	Title	Date			
Print Name					
	NIFA				
Amount being approve	ed by NIFA:				
Signature	Title	Date			
Print Name					
NOTE: All contract	r suhmissions WHST include	the County's own routing slip, current			

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Super Sounds Entertainment d/b/a Brilliance Event Productions, a New York company having its principal address at (the Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals #PK0307-1605, issued on April 7, 2016;

WHEREAS, THE Contractor was selected based on its experience and expertise; and

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

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

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

- 1. Term. This Agreement shall commence on April 1, 2016 and shall terminate on April 30, 2018, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated herein.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement per Exhibit A shall consist of providing production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such

equipment at the Lakeside Theatre ("Lakeside"), Eisenhower Park, East Meadow, NY 11554 and other County special events.

3. Payment.

- (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) per year. This amount is inclusive of any and all expenses, including travel, and shall be payable per-production-and/or-event-at-arrate mutually agreed to by the Department and the Contractor, based upon a schedule of prices to be provided by Contractor. The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the Country.
- (b) Vouchers: Voucher Review. Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be 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) 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 parties and any funding source including the County.
- (d) 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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 Performer 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 and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
 - (b) 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 parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
 - 7. Minimum Service Standards. Regardless of whether required by Law:
- (a) The Contractor shall, and shall cause all Contractor Agents to conductits, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold haunless the County, the Department

and its officers, employees, agents, volunteers and representatives (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 indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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.
- (d) The Contractor shall, and shall cause all 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.
 - (e) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance.</u> (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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of

subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County.' Coverage is Subject to Change according to Event.

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County—will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Super Sounds Entertainment d/b/a Brilliance Event Productions 117 Newtown Road. Plainview, NY 11803

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured pursuant to contract

Date: April 1, 2016 through December 31, 2016

Location: Eisenhower Park, East Meadow, New York 11554 & other Nassau County Parks as required.

Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than

thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. 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 required coverage's 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.

- 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 ien (10) days' written notice to the Countractor (ii) for "Cause" by the County immediately upon the receipt by the Countractor of written notice of termination, (iii) upon mutual written agreement of the Country and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" 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 Contractors 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 thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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 "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.

- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (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 uses 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. <u>Consent to Jurisdiction and Venue: Governing Law</u>. 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 <u>forum non conveniens</u>. 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.

- 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 counter 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 counter 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 Country, (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.
- 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. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of One Hundred 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.

20. Miscellaneous.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authorized agent into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

- 21. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 22. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

> SUPER SOUNDS ENTERTAINMENT BRILLIANCE EVENT PRODUCTIONS

NASSAU COUNTY

Name:

Title: County Executive
(or) ___ Chief Deputy County Executive
(or) __ Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
.)ss.:
COUNTY OF NASSAU)
On the O day of Hare in the year Jolb before me personally
came bobk chards to me personally known, who, being by me duly
sworn, did depose and say that he or she resides in the County of <u>VC Secu</u> ; that (b) or she is the <u>OUVL</u> of <u>VC Secu</u> ; that
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.
Donne Helle
NOTARY PUBLIC DONNA PEEFFER Notary Public, State of Mew York
NO OFFICIALITY
Commission Expires Nov. 21 30/8
ph 1979; 197
•
· STATE OF NEW YORK)
)ss.:
STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
)ss.: COUNTY OF NASSAU) On the 30 day of JUNC, in the year 2010 before me personally came
)ss.: COUNTY OF NASSAU) On the <u>30 day of <u>JUNO</u> in the year <u>2010</u> before me personally came COUNTY OF NASSAU) to me personally known, who, being duly sworn, did depose and</u>
)ss.: COUNTY OF NASSAU) On the 30 day of JUNC in the year 2010 before me personally came CHARS RIVADO to me personally known, who, being duly sworn, did depose and said that (s)he resides in NaSSAU County; that (s)he is the County Executive
On the 30 day of JUNE, in the year 2010 before me personally came On the 30 day of JUNE, in the year 2010 before me personally came On the 30 day of JUNE, in the year 2010 before me personally came on the 30 day of JUNE, in the year 2010 before me personally came on the 30 day of JUNE, in the year 2010 before me personally came Charles River Add to the personally known, who, being duly sworn, did depose and said that (s)he resides in Nas Salu County; that (s)he is the County Executive of the County of
)ss.: COUNTY OF NASSAU) On the 30 day of JUNC in the year 2010 before me personally came CHARS RIVADO to me personally known, who, being duly sworn, did depose and said that (s)he resides in NaSSAU County; that (s)he is the County Executive
On the 30 day of JUNC in the year 2010 before me personally came CNNCS RIVONO to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nas Sala County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument;
On the 30 day of JUNC in the year 2010 before me personally came CNNCS RIVONO to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nas Sala County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument;
On the 30 day of JMP in the year 2010 before me personally came CNAMES RIVAGO to me personally known, who, being duly swom, did depose and said that (s)he resides in NaSQU County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto. NOTARY PUBLIC TO TARY PUBLIC TO THE
On the 30 day of JUNC in the year 2010 before me personally came CNNCS RIVONO to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nas Sala County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument;

CEPH 16 COWER

EXHIBIT "A"



117 Newtown Road, Plainview NY 11803 Tel: (516) 342-9955/Fex: (516) 342-9970 Production Price Sheet

SOUND

Small sound package

2 - subs

2 - tops

1 - amp Rack with processing

I - 16 channel mixing console

1 - Podium microphone

1 - Sure SM-58 Microphone

\$500.00

Large sound package (corporate meetings) 4- Smith audio 1230 tops

4 - Smith andio Subs

2 - Dalay speakers

1 - Amp Rack

1 ~ 20 channel mixing desic

1 - Sure podium microphone

4 – Wireless Sure SLX 4 Wireless hand microphones

3 - Wireless Head sets

I - Audio technician to run console for the event

00.0082 \$300.00 per day

LIGHTING

LED Up Helming (Philips Color Blast 12) LED Par lights (Robe Led Par)
LED Wireless Uplighting
Aliman Par 56 can 300 went Uplighting
ETC Source Four Leko"s 19,26,36,50 degree

Andience Blinders

Martin Atomic 3000 Strobes

ETC Source four Par

RTC Source four Leko's 19, 26, 36, 50 degree

Martin Mac-250 Kryptons Eletion Design spot 575.

Martin Mac-700

Martin Mac Aura LED Wash

Clay Paky Sharpy Vari-Lite 3500

GLP X4s LED Wash

Aliman Satellite Follow spot

Anima Sateline Follow Spot
Lycian 1275 long Throw Follow Spot
Strong Super Trouper Long Throw Follow Spot
Avoilie Ferl Tiger Lighting console
Grand MA. II Lite lighting console

Litetronic 40amp dimmer packs ETC-24 chemel Dimmer rack

ETC-48 Chanel Dimmer Rack

\$50.00 each \$35.00 each

\$50.00 each \$25,00 each \$75.00 each

\$150.00 each \$175.00 each

\$35.00 each \$75.00.each

\$175.00 each \$175.00 each

\$225,00 each

\$225.00 aach \$250,00 each

\$300.00 each \$300.00 each

\$300,00 each \$450.00 each

\$1,000.00 each \$250.00 each \$1,200,00each

\$50,00 each \$225,00 each \$350.00 each

EXHIBIT "A"

VIDEO .	
4fix 6fi Video screen (rear projection)	\$300.00 each
6fix 8ft Video screen (rear projection)	\$300.00 each
10ff Front or rear projection screen	\$300.00 each
9ft x 12ft Video screen	\$350.00 each
12ft x 16ft Truss frame Video screen	_ \$500.00 each
15ft z 20ft Trass Frame Video Sorsen	\$500.00 each
NEC 2200 ansi lumens short throw projector	\$200.00 each
Panasonic &K. Long throw Projector	\$400.00 each
LCD/DPL 7000 Lomens Projector	\$900.00 each
LCD/DPL 12,000 Lumens Projector	1,700.00 each
50 inch Plasma monitor	\$250.00 each
60 inch Plasma monitor	\$250.00 each
70 inch LED monitor	5400.00 ezch
Sony FIDMI Video camera	\$450.00 each
Black Magic HDMI Switcher	\$200.00 each
Black Magic HDMI to SDI Convertors	350.00 each
I - Video tecimician	\$250,00 each
I ≈ À WeO reclumotory	,,
STAGING '	
4ft x8ft Black stage decks with legs and skirt	\$100.00each
7,70,70,70,70,70,70,70,70,70,70,70,70,70	•
•	
SPECIAL EMPECIE	
Snow machine	\$100.00 each
Martin 24/7 Hazar	\$150.00 each
Confetii blast	\$175.00 each
Dry Ice drop	\$300,00 each
Black back drop crutain 167: x 40 ii (includes truss)	\$250.00
Fiber opti curtain (15ff x 30ff)	\$500.00
· LED Contain 15fc x 30fc	\$700.00
CM 1/2 Ton Chain Hoist	\$200.00 each
CM 1 Ton Chain Hoist	\$200.00 each
Rigging (Certified rigger per day)	00.003
TRUSSING	\$50.00 ezoh
12° x 12° x 8ft Tomeat Tross	\$50,00 each
12" x 12" x 10ft: Tomost truss	• \$50.00 each
20" x 20" x 10ft Tomcat Truss "	. 470.00 ESCH
•	
,	
RIGGING	merc 00 7
Applied L-16 Ground Support	\$50.00 each
Gene Super Tower ST-25	\$250.00 each
CM manual chain hoist	\$75.00 each
CM-1/2 ton Chain Motor	\$125.00 each
CM-1 Ton Chain Motor	\$150.00 each
Motion Lehoretory Motor Control	\$50.00 each
Steel Sling 5th	\$5.00 each
Steel Sling 10ft	\$5.00 each
Steel Sling 20ft.	\$5.00 each
3 Tom Beam Clamps	\$15.00 each
EN-60 Span Sets	\$5.00 each

5/8 Steel Shackles

\$2.00 eech

POWER
Timee Phase Distribution Panel
Timee Phase feeder cable \$1.50 per foot @ 100 Feet
19 Pin Soco 50ft power cable

\$300.00 each. \$150.00 \$20.00 each

()

.LABOR
Crew Chief Per load in 10 hours @ \$50.00 per hour
Stage Hand Per load in 10 hours @ \$30.00 per hour
Lighting Technicism per show

\$500.00 \$300.00 each \$300.00

TRUCKING Delivery and pick up per event

\$200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 06/08/2018

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

IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to	the '	term	s and conditions of the po	licy, certain po	licies				
this certificate does not confer rights to	me c	enn	icate holder in lieu of such	contact po		NAME			···
PRODUCER				NAME:		37-0150	L EAV	((0.00	A
Brown & Brown of Pennsylvania, LP				IANG, NO. EXU.			FAX (A/C, No):	(484)5	67-0158
125 E Elm Street				E-MAIL ADDRESS: DBD	ලෙගුව	bofpa.com			
Sulte 210				INSURER(S) AFFORDING COVERAGE NAIC#				NAIC#	
Conshohocken			PA 19428	INSURERA: Philadelphia Indemnity Ins Co					
INSURED				INSURER 8: Phi	iadel	phia Insurance	Companies		
Super Sounds Entertainment, E	BA: 8	rillian	ce Event Productions	INSURER C:					
948 Mirabelle Avenue				INSURER D:					
				INSURER E :					
Westbury			NY 11590	INSURER F:					
COVERAGES CER	TIFIC	ATE	NUMBER: 18/19				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI LICIE	NT, T	ERM OR CONDITION OF ANY : SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTRACT OR C E POLICIES DESC I REDUCED BY PA	THE RIBE AID C	R DOCUMENT (D HEREIN IS SI LAIMS.	MITH RESPECT TO WHICH T	HIS	
INSR LTR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/)	YYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
COMMERCIAL GENERAL LIABILITY	[EACH OCCURRENCE	s 2,00	0,000,
CLAIMS-MADE X OCCUR		1					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000
						1	MED EXP (Any one person)	s O	
A PDDED250\$	Y		PHPK1745509	06/05/2	018	06/05/2019	PERSONAL & ADV INJURY	s 2,00	0.000
GEN'L AGGREGATE LIMIT APPLIES PER:	1	l		1		Ì	GENERALAGGREGATE	s 2,00	0,000
POLICY PRO LOC	1		i			:	PRODUCTS - COMP/OP AGG	s 2,00	0,000
OTHER:]						OFFICELIABILITY	s INC	UDED
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANYAUTO		ļ					BODILY INJURY (Per person)	S	··· · · · · · · · · · · · · · · · · ·
OWNED							BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY			İ	ļ			(Per accident)	5	
WINDRELLA LIAB COCCUR	┼		· · · · · · · · · · · · · · · · · · ·			 	EARL GOOLBEROOF		0,000
B EXCESS LIAB CLAIMS-MADE	1		PHUB609234	06/05/2	018	06/05/2019	EACH OCCURRENCE	· ·	0,000
	1	İ				}	AGGREGATE	-	
DED RETENTION S WORKERS COMPENSATION	┢	<u> </u>					PER OTH- STATUTE ER	S	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE T	1							_	
OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	5	
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	S	
DESCRIPTION OF OPERATIONS below	 						EL DISEASE - POLICY LIMIT	S	
			a and a second s						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD	101. Additional Remarks Schemic	may be attached if	nores	page is required)		L	
Member ID: D2017186 County of Nassau has Additional Insured status premises".	; `		•	•					
							·		
CERTIFICATE HOLDER				CANCELLATI	ON				
County of Nassau 1550 Franklin Avenue				THE EXPIRA ACCORDANG	FION SE WI	DATE THEREO ITH THE POLIC	ESCRIBED POLICIES BE CAP F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
				AUTHORIZED REI	PRESE				
Minsota			NV 41501			7	Bak Richards.		

Additional Named Insureds Other Named Insureds				
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	•			
OFAPPINF (02/2007)			2007, AMS SERVICES INC	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
Any persons or organizations as required				
by written contract executed prior to a				
loss.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section Ii Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Contract ID# C&PL16006046-02



Department: PARKS, REC. & MUSEUMS

ADVISEMENT

Contract Details

SERVICE: Production, Lighting, Video

NI	_{FS ID #:} <u>C</u> APK/760	0006	NIFS Ent	y Dat	s: <u>1 / 8</u>	4/17	Term;	4/1/16 -4	/30/18
New Renewal 1) Mandated Program:							Yes	No X	
Amen	dment	2)	2) Comptroller Approval Form Attached:					Yes 2	Σ No
Time !	Extension	3)						Yes	No X
Addl.	Funds XX	4)						No	
Blanke RES#	et Resolution #	5)	Insurance Requi	red				Yes 2	Σ No
A	gency Inform:	ation		<u></u>	•				
	7	/endo	r				County	Depar	rtment
Name: Super Sounds Entertainment d/b/a Brillance Event Production Vendor ID# Brillance Event Production					Department Contact Eileen Krieb				
Address	5:		Contact Person	· · · · · · · ·		1	Address Eisenhower Pk/Admin Bldg		
			Bob Richards		•		East Meadow, NY 11554		
Email:		PI		Phone: Ph		Phone	Phone		
			Fax:				516-572-0378		
Br	outing Slip ian Nugent, Chief D ank Camerlengo, De				Y		Date_	2/1/	11
DATE Rec'd,	DEPARTMENT	Iu	ternal Verification	-	DATE Appvid & Fwid.		SIGNATURE]	eg. Approval Required
	Department	NIFS Ap	try (Dept) pvl (Dept. Head) tor Registered YES						
	OMB .	NIFS Ap						N	es No action No action No action No action No action No.
	County Executive	NIFS A _L	proval						

Comptroller

NIFS Approval

Department: PARKS, REC. & MUSEUMS

Contract Summary

COLLEGE AC	or Wall	minut A				
Description: To encumber funds for 2017 per the contract terms. All other terms and conditions remain the same.						
	Purpose: To encumber funds for 2017 per the contract terms. All other terms and conditions remain the same under the original contract CQPK.16000046.					
Method of Proc	urement: Si	ubmitted proposal to RFP PK	0307-1605 issue	d April 7, 2016		
		• •	•			
Procurement H	istory: The s	services to be provided by the Co	ontractor under this	Agreement shall	I consist of providing production, light	ting and mideo
equipment per	individual	performance requirements for the	iose productions an	ad/or events requ	iring such equipment at the Lakeside	Theatre
("Lakeside"), l	Eisenhower l	Park, East Meadow, NY 11554	and other County sp	pecial events.		
Description of 6	General Prov	isions: The maximum amount	to be paid to the	Contractor as t	full consideration for the services u	nder this
Agreement sl	all not exc	eed Fifteen Thousand Dollar	s (\$15,000) per y	ear that which	is stated in the contract.	mod mas
Impact on Fund	ling / Price A	nalysis:	 			
		Grant Program \$ 15,000.00				
		•				
·						
		ų				
Change in Cont	ract from Pr	ior Procurement: 11/2		•		
Recommendation	n: (approve	as submitted)				
Advisen	nent Ir	nformation				
BUDGET C	ODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract		1	PKGEN1800DE500	\$ 15,000.00
Control:	PK	County	\$15,000.00	2		\$

Fund:	GEN
Control:	PK
Resp:	

Object: DE Transaction:

RENEWAL				
% Increase				
% Decrease				

FUNDING SOURCE	AMOUNT
Revenue Contract	XCXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
County	\$15,000.00
Federal .	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 15,000.00

Document Prepared By:	L.Rosenthal	

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGEN1800DE500	\$ 15,000.00
2		\$
3		\$
4		\$
5		\$
6		\$.
	TOTAL	\$ 15,000.00

1/31/17 Date:

	NIFS Cartification	Comptroller Certification	County Executive Approval
	i cartify that this document was accepted into NIFS.	l certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name		Name	Dete
Date		Date	(Far Office Use Only)



Nassau County Interim Finance Authority

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

1. Vendor: Super Sounds Entertainment d/b/a Brilliance Event Productions
2. Dollar amount requiring NIFA approval: \$ 15,000.00
Amount to be encumbered: \$ 15,000.00
This is a New Contract Advisement Amendment
If new contract - \$ amount should be full amount of contract If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only
3. Contract Term: 4/1/16-4/30/18
Has work or services on this contract commenced? Yes ✓ No
If yes, please explain:
4. Funding Source:
General Fund (GEN) Capital Improvement Fund (CAP) Other Grant Fund (GRT) Federal % State % County %
Is the cash available for the full amount of the contract? Yes No If not, will it require a future borrowing? Yes No
Has the County Legislature approved the borrowing? Yes No N/A
Has NIFA approved the borrowing for this contract? Yes No N/A
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
To provide production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lakeside Theatre at Eisenhower Park, East Meadow and other County special events
6. Has the item requested herein followed all proper procedures and thereby approved by the:
Nassau County Attorney as to form Yes No Yes No No N/A Nassau County Committee and/or Legislature Yes No No N/A
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
CQPK16000046-\$15000.00-4/1/16-4/30/18

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.

Signature	Title	Date
Print Name		
	COMPTROLLER'	S OFFICE
To the best of my know conformance with the Multi-Year Financial P	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ease check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	oonding for this contract has been app	proved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA.	
Amount being approve	ed by NIFA:	
Signature	Title	Date .
Print Name		
		the County's own routing slip, current

NOTE: All contract summissions most include the County's own rounds sup, 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.

Contract ID#: CON KI 600004 6



Department: Parks, Rec & Museums

HOTEL/MOTEL TAX GRANT FUND 7205

Contract Details

SERVICE: Production, lighting, video

NIES ID#: COOKINOOOOY 6	NIFS Entry Date: 525	16 Tem:	4 <u>/1/16-4/30/19</u>
-------------------------	----------------------	---------	------------------------

N	IFS ID #: CUVI-1000	NIFS Entry Date: 3/15/10 Term:	4 <u>/1/16-4/30/19</u>	
New-	Renewal 🗌	1) Mandated Program:		Yes 🗌 No 🛛
Amer	ndment 🔲	Comptroller Approval Form Attach	ed:	Yes 🛛 No 🗌
-Time	Extension	3) CSEA Agmit. § 32 Compliance Atta	ched:	Yes No 🛛
Addl.	Funds 🗌	4) Vendor Ownership & Migmt. Disolo	sure Attached:	Yes 🛛 No 🗌
RES		5) Insurance Required		Yes No 🗆
A	gency Informati	on		
		Vendor	Courte	Department.
	Super Sounds Entertainm nce Event Productions	ent d/b/a Vendor ID# 113477134.	Department Cont Eileen Kreib	
Addres	S.L.	Contact Bob Richards Phone:	Address Administration E East Meadow, N	oldg., Eisenbower Park Y 11554
EMAII	Le Company de la company de la		Phone (516) 572	-0378
		·		
	.outing Slip dan Nugent, Chief. Dep	L Comm.	' Date	5/2/11/2
			٠	7/2-11-
Fr	ank Camerlengo, Depr	nty Commissioner	Date_	1/15/1/15
Ei	leen Krieb, CSR	Teen they.	Date_ <u></u>	3/25/16
	(C) DIRECTOR EVER	Direction Control Cont	SIGNATURE	s deco sppraval.
W. Control	Department	MIFS Entry (Dept) MIFS Appvl (Dept. Head)	IIL	
		Contractor Registered	10 (1/1/1)	
	OMB	MIFS Approval (Contractor Registered)	MA	Yes No Notrequired if
\$26/1	County Attorney	CA RE & Insurance Verification	11	
5/26/1	County Attorney	CA Approval as to form		MS/NIN6IEI
[]"	Legislative Affairs	Fw'd Original Contract to		
dallo	County Attorney	NIFS Approval II (0/15/16 %	WHINS SE	
b 0	Comptroller	MIFS Approval.	(BU:	
]	County Executive	Notarization I Jale	1 / Jan 1	KAN PISSUN

PR5254 (1/06)

Contract ID#: (QPK/W00014)



Department: Parks, Rec & Museums

ı	Contract Summa	iry .									
	Description: Production light	ing and video equi	prient f	or 2016 concert	508501	ļ.		•			
	Purpose: to provide production County Parks	n, lighting and video	equipm	ent per individue	d perfo	rmance rec	priremen	is for pro	oductions at c	oncert ven	ues in Nassau
	Method of Procurement: Req		ים ציו ער	7.1605		 					····
	Method of the greatents: Ked	freer for E robrisore a	7 770000	1-1003							
	,	•	1								
	Procurement History: The services to be provided by individual performance requires Park, East Meadow, NY 11554	ments for those prod	luctions	and/or events re-	onsist o quiring	f providing such equiy	g product pment at	ion, ligh the Lake	ting and video side Theatre (o equipmen ("Lakeside	nt per "), Eisenhower
	Description of General Provis	ions: Not to exceed	l \$15,00	0.00							
	Impact on Funding / Price An	alvsis: None- Hote	:I/IVI otel	Tax Grant Pro	gram	\$15,000.0	10			· · · · · · · · · · · · · · · · · · ·	
	- CONTRACT							Hed	r		
}	Change in Contract from Price	or Procurement: 11/	a						•		•
								,			
	·			·				, <u></u>			
	Recommendation: (approve a	s submitted)									·
,	Advisement Info	rmation									
	Budgetecodes	_PUNDINGSOU		- AND TONE		THINE		NAME X	THEN CHECO		J. AVIORNIE
	ATTION AND ADDRESS OF THE PARTY	Revenue Contract		XXXXXXXXXX) 	I		മസ	Andesw) ×S	S15,000.00
+		County	-,' -}	S	}	2	MEN	1100	Oliver		\$
}		Federal		\$			<u> </u>				\$
-		State		\$.	-	4	ļ		-		S
-	Transaction:	Capital .		\$.	}	5					8
L		Other GRANT			}	6	-			,,,,	s
Į.	1147 x5		- I	\$15,000.00	1		1		, , , , , , , , , , , , , , , , , , , ,	TOTAL	\$15,000.00
160	The state of the s	10	LATC	\$15,000.00) [201.60	913,000,00
	% Increase % Decrease	Document Prepared B	y: <u>K.</u>	Kelly					Dat		6/15
	Tach an Asian Alexandan	one constitute		Comptolle	e e e e	eaur bridge			A County is	ecutiva (App)	0001,5000
	I certify that this document was acc			that an unencombered bal presentin the appro	ance suiici	ent to cover this c	ontractis	Name	Iday !	fa-	1
	Name Murkel Steller		Name (F)ie		-	Date	5/27/11	6	
	Date 627/2016		Date		<i>u/</i>	27//	ļ	E#:		fice Use Only,	,
	•				/	_				•	

RULES RESOLUTION NO. 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,
RECREATION AND SUPER SOUNDS ENTERTAINMENT D/B/A
BRILLIANCE EVENT PRODUCTIONS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Super Sounds Entertainment d/b/a Brilliance Event Productions to provide production, lighting and video equipment for productions and events at Lakeside Theatre, Eisenhower park and at other County special events, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amended
agreement with Super Sounds Entertainment d/b/a Brilliance Event
Productions.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road Minecla, 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: SUPER SOUNDS ENTERTAINMENT/dba BRILLANCE EVENT PRODUCTIONS CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
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. X The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. One hundred forty-four (144) of potential proposers were sent notice of the RFP, Thirty-five (35) of potential proposers opened the documents and Nineteen (19) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of four (4) proposals were received and evaluated for the D-2 SOUND section of the RFP. A total of two (2) proposals were received and evaluated for the D-3 LIGHTING section of the RFP. A total of three (3) proposals were received and evaluated for the D-4 BACKLINE section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. SUPER SOUNDS ENTERTAINMENT/dba BRILLANCE EVENT PRODUCTIONS was one (1) of Two (2) Proposers awarded for the D-2 SOUND section, one (1) of Three (3) Proposers awarded for the D-3 LIGHTING section and one (1) of Two (2) Proposers awarded for the D-4 BACKLINE section. The attached contract combines all three areas awarded to SUPER SOUNDS ENTERTAINMENT/dba BRILLANCE EVENT PRODUCTIONS. 1

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on [date]. This is	.s a.
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or R	FP nto
[descri	ibe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluated	ion
of the contractor's performance for any contract to be renewed or extended. If the contractor has a received a satisfactory evaluation, the department must explain why the contractor should nevertheless permitted to continue to contract with the country.	
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.	; ; ;
D. 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.	t
☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the servi	ices

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.

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

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

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

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

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

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

Brian Nugent

Chief Deputy Commissioner

Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

POLITICAL CAMPAIGN CONTRIBUTION Discussions Provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 1. Has the vendor or any corporate officers of the vendor provided campaign contributions 2. Advantage of the vendor of the vendor provided campaign contributions 2. Advantage of the vendor of the vendor provided campaign contributions 2. Advantage of the vendor of the vendor provided campaign contributions 2. Advantage of the vendor of the vendor provided campaign contributions 2. Advantage of the vendor of the vendor provided campaign contributions 2. Advantage of the vendor of t	
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ending on the date of this disclosure, or (b), beginning April 1, 2016, inc-period of the ending on the date of this disclosure and ending on the date of this disclosure, to the years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign years prior to the date of this disclosure and ending Nassau County elected officials or to the campaign	•
years prior to the date of this disclosure and other County elected officials or to the campaign	
ending on the date of this disclosure and ending on the date of this disclosure, to the years prior to the date of this disclosure and ending on the date of this disclosure, to the years prior to the date of this disclosure and ending on the date of this disclosure, the campaign committees of any of the following Nassan County elected offices: the County committees of any candidates for any of the following Nassan County elected offices: the County committees of any candidates for any of the District Attorney, or any County Legislator?	
committees of any candidates for any of the lond wing the Direct Afforney, or any County Legislator?	•
The the County Collins and Joseph	
If yes, to what campaign committee?	
If yes, to with surely -8	
110N-e	•
	•
Lagrangiant contractor or	:
This section must be signed by a principal of the contracts	
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or	•
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Vendor authorized as a digestion. 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.	
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statements and they are, to manage committees	
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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 lnk. 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. Principal Name Date of birth Home address City/state/zip_ Business address City/state/zip_ Telephone _ Other present address(es) City/state/zip Telephone List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer / / Chairman of Board ____/ __/ Shareholder____ Chief Exec, Officer / / Secretary Chief Financial Officer / / Partner / / Vice President / / (Other) Do you bave an equity interest in the business submitting the questionnaire? NO YES ___ If Yes, provide details. 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? NO V YES If Yes, provide details. 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? NO V YES ; If Yes, provide 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? NO YES ____ 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.

api	oropriat	e page and attach it to the questionnaire.
7.	in the I	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? NOYESIf Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance.
*	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.
8.	petition or for a proces pendir (Providence)	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any ago bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO YES If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? NO VES If Yes, provide details for each such charge.
•	c)	Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO YES If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO YES If Yes, provide details for each such conviction.
	, †)	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO YES if Yes, provide details for each such occurrence.
9.	ln add	dition to the information provided in response to the previous questions, in the past 5 years,

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

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CERTIFICATION

•	A MATERIALLY FALSE STATEMENT WILLFULLY OF FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT
	PESPONSIA E WITH RESPECT TO THE PRESENT BID OR FULURE BIDS, AND, IN ADDITION, MAY
	SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
	being duly sworn, state first I have read and understand all the
	venis contained in the foreuting reases of this questionnaire and the following pages of attachmonts: that
	tennalise fit is and complete enswers to each tism therein to the best of his knowledge, information and
	bolief; 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 contact and first all information
	sumplied by me is true to the test of my knowledge, information and belief, I understand that the County
_	will rely on the information supplied in this questionerant as additional inducations to enter info:a commact
	with the submilling business eatily.
	Swom to before me this 10° day of 1-1624. 2016
	Swom to before me this (0" day of 1-1024) ; 2016
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*	Notary Public August Au
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	Mark the records
	Signature
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	Title
	5 110 116.
	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).
1) Proposer's Legal Name: Upertoon) & ENTERTANHENT DEA BRILLIANCE EVEN
1) Proposer's Legal Name. Optico out of Kivisci in College Col
2) Address of Place of Business:
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone:
Does the business own or rent its facilities?
4) Dun and Bradstreet number:
5) Federal I.D. Number:
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7) Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No If Yes, please provide details:
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details

`	or any oth agency. (it	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County er government entity terminated? Yes No _/_ If Yes, state the name of bonding a bond), date, amount of bond and reason for such cancellation or forfeiture: or details the termination (if a contract)
•	11) Has the prostate date	roposer, during the past seven years, been declared bankrupt? Yes No/ If Yes, court jurisdiction, amount of liabilities and amount of assets
and require the color of the co	business, federal, st owner and civil anti-tr such inves	the five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any ate or local prosecuting or investigative agency? And/or, in the past 5 years, have any liver officer of any affiliated business been the subject of a criminal investigation and/or a just investigation by any federal, state or local prosecuting or investigative agency, where stigation was related to activities performed at, for, or on behalf of an affiliated business. If Yes, provide details for each such investigation.
	business to federal, standard federal, standard federal federa	t 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to ate and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer ated business been the subject of an investigation by any government agency, including but to federal, state and local regulatory agencies, for matters pertaining to that individual's or relationship to an affiliated business. Yes No If Yes, provide details for each stigation.
	either befo	urrent or former director, owner or officer or managerial employee of this business had, ore or during such person's employment, or since such employment if the charges to events that allegedly occurred during the time of employment by the submitting and allegedly related to the conduct of that business:
		a) Any felony charge pending? No V Yes If Yes, provide details for each such charge
	•	
		b) Any misdemeanor charge pending? No V Yes 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 trafthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction
		d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes 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? No If Yes, provide details for each such occurrence.
	had any s	t (5) years, has this business or any of its owners or officers, or any other affiliated business anction imposed as a result of judicial or administrative proceedings with respect to any hal license held? No Yes; If Yes, provide details for each such instance
	applicable and sewe response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any efederal, state or local taxes or other assessed charges, including but not limited to water r charges? No 1/2 Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page in it to the questionnaire
	appropriate p 17) Conflict of a)	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire. Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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.
		(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	extensive	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. HONE QUISES THE COUNTY WILL BE NOTIFIED. TO WAKE DE FINING FOR Proposer's professional qualifications, demonstrating experience in your profession. Any prior similar experiences, and the results of these ces, must be identified.

Should the proposer be other than an individual, the Proposal MUST include: Date of formation: ī) Name, addresses, and position of all persons having a financial interest in the company, ii) including shareholders, members, general or limited partner; Name, address and position of all officers and directors of the company; iii) State of incorporation (if applicable); iv) The number of employees in the firm; V) Annual revenue of firm; vi) Summary of relevant accomplishments vii) 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 Contact Person Address City/State Telephone Fax# E-Mail Address_ Company Contact Person Address

City/State

Telephone_

Fax#

E-Mail Address	MANDOWSOUN, INCa as 1-con.
Company	VSNV .
Contact Person	JULIE POBINO
Address	
City/State	
Telephone	
Fax#	
E-Mail Address	

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CERTIFICATION

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A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY N RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	IOT
being duly sword, state that I have read and understand all the source of the foregoing pages of this questionnaire and the following pages of etachnoring lauppiled full and complete grawers to each liem therein to the best of my knowledge, information boller, that I will holid 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, if understand that the County in the best of my knowledge, information and belief, if understand that the County in the contract of the best of my knowledge, information and belief, if understand that the County in the contract of the best of my knowledge, information and belief. If understand that the County in the contract of the best of my knowledge, information and belief.	onwęa sulq isi qusq
will raiv on the information supplied in this questionnaire as additional inducement to enterinto a co with the submitting business entity.	ontract_
Swom to before me this 10 day of Mary . 2016	
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Name of submitting business: Day (Lanes: Cost Frobuck off S	
By: Dis Britains S	•
Clerist	
5 1/0 1 16 Date	
	•



117 Newtown Road, Plainview NY 11803 Tel: (516) 342-9955 / Fax: (516) 342-9970

April 15th, 2016

Nassau County Department of Parks, Recreation & Museums

Proposal - See Attached

Staffing - Principals

Bob Richards

Prior Experience with

Public Sector Clients: Nassau County Executive Magano

State of County Address

Nassau County Holiday Spectatcular

Town of Oyster Bay Concert Series 'Music Under the Stars' From 2010 to Present

EIN: 11-3477134

Authorized Party to discuss Negotiations: Bob Richards



117 Newtown Road, Plainview NY 11803 Tel: (516) 342-9955 / Fax: (516) 342-9970

4/15/16

Bob Richards
948 Mirabelle Ave
WestburyNY,11590

High School - Graduated WT Clarke High School 1978

Attended Nassau Community College 1979 - 1981

Employed Jericho Fire district (Dispatcher) 1981 - 1984

Attended NYPD Police Academy 1984

.NYPD Police officer 1984 - 2003 / 1991 Assigned to Firearms ant Tactics section (Instructor)

1998 Incorporated Super Sounds Entertainment (Disc Jockey Entertainment)

2000 - DBA Brilliance Event productions

2014 - Attended Mountain Productions Rigging and Chain hoist school

Bob Richards

Brilliance Event Productions

Owner

Page 1 of 4

COUNTY OF NASSAU

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

	•		
	1 1 1		<u> </u>
1. Name of the Entity:	JUDGE SOUNDS KNITER	TAINIYENT) BA- DR	ILLIANCE EVE
Address:			PEDUCTION
City, State and Zip Co	ode:		<u> </u>
2. Entity's Vendor Ide	entification Number:		1
. Type of Business:	Public Corp Partnersh	ipJoint Venture	•
Ltd. Liability Co	Closely Held Corp	Other (specif	Ì)
Directors or comparat	resses of all principals; that is, a ple body, all partners and limited all members and officers of lim	d partners, all corporate offic	ers, all parties
	BOD XICKARY		
			•
shareholder is not an i	resses of all shareholders, mem individual, list the individual sh lude a copy of the 10K in lieu o	areholders/partners/members	
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6. List al	I affiliated and related o	companies and their r	elationship to the fi	rm entered on	line
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	rformance of the contra		Var		
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bid, post	l lobbyists whose servic -bid, etc.). If none, ente	r "None." The term "	'lobbyist'' means an	y and every po	ersor
organization organ		r "None." The term ' l or designated by an ncies, boards, commi mited to the Open Sp tters include, but are freal property subject any officer, director	y client to influence ssions, department I pace and Parks Advi not limited to, requ t to County regulati t, trustee, employee	y and every positive or promote the sets, legislate isory Committeests for proposition, procurement, counsel or ag	ersor a ma ors o ee ar sals, ents.
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organization organ	bid, etc.). If none, enter- tion retained, employed Nassau County, its ager- ees, including but not ling Commission. Such man ment or improvement of obyist? does not include of Nassau, or State of N	r "None." The term ' l or designated by an ncies, boards, commi mited to the Open Sp tters include, but are freal property subject any officer, director iew York, when discluding the consiness address and	y client to influence ssions, department lace and Parks Advinct limited to, requit to County regulation, trustee, employee parging his or her of	y and every positive and every positive and every positive and every committeests for proposition, procurement, counsel or agricular duties.	ersor a ma ors o ee ar sals, ents.
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Page 4 of 4

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Super Sounds Entertainment d/b/a Brilliance Event Productions, a New York company having its principal address at Contractor").

.WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHERBAS, in order to obtain said services, the Department issued Request for Proposals #PK0307-1605, issued on April 7, 2016;

WHEREAS, THE Contractor was selected based on its experience and expertise; and

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

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

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

- 1. Term. This Agreement shall commence on April I, 2016 and shall terminate 'on April 30, 2018, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated herein.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement per Exhibit A shall consist of providing production, lighting and video equipment per individual performance requirements for those productions and/or events requiring such

equipment at the Lakeside Theatre ("Lakeside"), Hisenhower Park, East Meadow, NY 11554 and other County special events.

3. Payment.

- (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) per year. This amount is inclusive of any and all expenses, including travel, and shall be payable per-production and/or-event at a rate mutually agreed to by the Department and the Contractor, based upon a schedule of prices to be provided by Contractor. The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.
- (b) Vouchers: Voucher Review. Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the Country.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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 Performer 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 and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
 - (b) 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 parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
 - 7. Minimum Service Standards. Regardless of whether required by Law:
- (a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department

and its officers, employees, agents, volunteers and representatives (the "Indennified 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 indennify, defend, protect and hold harmless the Indennified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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.
- (d) The Contractor shall, and shall cause all 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.
 - (e) 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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of

subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. Coverage is Subject to Change according to Event.

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Super Sounds Entertainment d/b/a Brilliance Event Productions 117 Newtown Road Plainview, NY 11803

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured pursuant to contract

Date: April 1, 2016 through December 31, 2016

Location: Eisenhower Park, East Meadow, New York 11554 & other Nassau County Parks as required.

Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than

thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. 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 required coverage's 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.

- 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 parported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon ten (10) 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 "<u>Cause</u>" 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 finding 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 Contractors 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 thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the

administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- 12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this. Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County.</u>
 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (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 uses 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 <u>forum non conveniens</u>. 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.
- 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. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of One Hundred 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.

20. Miscellaneous.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

- 21. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 22. 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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

SUPER SOUNDS ENTERTAINMENT d/b/a
BRILLIANCE EVENT PRODUCTIONS

Name: 13-5 Richards
Title: 27-3-6

Date: 5/10/16

NASSAU COUNTY

By: Churles Kirale

Title: County Executive

(or) Chief Deputy County Executive

(or) Deputy County Executive

Date: 6/30/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
.)ss.:
COUNTY OF NASSAU)
On the day of Hay in the year 3016 before me personally
came DO D Cha 2 to me personally known, who, being by me duly
came 100 to the personally known, who, being by me only
sworn, did depose and say that he or she resides in the County of Scott; that
(he) or she is the Oleves of the Mance Clarit to doctors, 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.
a) And Heldel
NOTARY PUBLIC DONNA PREFFER
t. Notary Public, State of New York
No. 01PF5036252
Qualified in Nassau County Ook
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
- COUNTRY ON NUMBER OF
On the 30 day of JUNE in the year 2010 before me personally came
Charles Rivando to me personally known, who, being duly swom, did depose and
said that (s)he resides in NaSSaU County; that (s)he is the County Executive
or Chief Deputy County Executive or Deputy County Executive of the County of
Nassau, the municipal corporation described herein and which executed the above instrument;
and that (s)he signed his/her name thereto.
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NOTARY PUBLICA Exp. February 04, 2017; YE
NASSAU COUNTY CE
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CGPK 16000 892

EXHIBIT "A"



117 Newtown Road, Plainview NY 11803 Tel: (516) 342-9955/Fax: (516) 342-9970 Production Price Sheet

SOUND

Small sound nackage

2 - subs

2 - tops

1 - amp Rack with processing

I – 16 channel mixing console

1 - Podimu microphone

1 - Sure SMI-58 Microphone

\$500.00

Large sound package (corporate meetings)

4 - Smith audio 1230 tops

4 - Smith audio Subs

2 - Delay speakers

1 - Amp Rack

1-20 channel mixing desk

Sure podium microphone

4 - Wireless Sure SLX 4 Wireless hand microphones

3 - Wireless Head sets

1 - Andio technician to run consols for the event

00.0082

LIGHTING

LED Up lighting (Philips Color Blast 12) LED Par lights (Robe Led Par)

LED Wireless Uplighting Altman Par 56 can 300 wait Uplighting

ETC Source Four Leko"s 19,26,36,50 degree

Andience Blinders

Martin Atomic 3000 Strobes

ETC Source four Par

ETC Source four Leke's 19, 26, 36, 50 degree

Martin Mac-250 Kryptons

Elation Design spot 575.

Martin Mac-700

Martin Mac Aura LED Wash

Clay Paky Sharpy

Vari-Lite 3500

GLP X4s LED Wash

Altman Satellite Follow spot

Lycian 1275 long Throw Follow Spot

Strong Super Trouper Long Throw Follow Spct

Avoilite Perl Tiger Lighting console

Grand MAIILite lighting console

Litetronic 40amp dimmer packs ETC- 24 channel Dimmer rack

ETC-48 Chanel Dimmer Rack

\$300.00 per day

\$50.00 each

\$35.00 each,

\$50.00 each

\$25.00 each \$75.00 each

\$150.00 each

\$175.00 each

\$35.00 each

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\$225.00 each

\$225.00 each

\$250.00 each

\$300.00 each \$300.00 each

\$300.00 each

\$450.00 each

\$1,000.00 each

\$250.00 each

\$1,200.00each

\$50,00 each

\$225.00 each

\$350.00 each

EXHIBIT "A"

	VIDEO	
	4fix 6ft Video screen (rear projection)	\$300,00 each
	6ft x 8ft Video screen (rear projection)	\$300.00 each
	10ft Front or rear projection screen.	\$300.00 each
	9ft x 12ft Video screen	\$350,00 each
	12ft x 16ft Truss frame Video screen	\$500.00 each
,	15ft x 20ft Truss Frame Video Screen	\$500.00 each
	NEC 2200 area humans short throw projector	\$200.00 each
	Panasonic 6K Long throw Projector	\$400.00 each
	LCD/DPL 7000 Lumens Projector	\$900.00 each
	LCD/DPL 12,000 Lumens Projector	1,700.00 each
	50 inch Plasma monitor	\$250.00 each
	60 inch Plasma monitor	\$250.00 each
	70 inch LED monitor	\$400,00 each
	Sony HDMI Video camera	\$450.00 each
	Black Magic HDMI Switcher	\$200.00 each
	Black Magic HDMI to SDI Convertors	\$50.00 each
	1 - Video technician	\$250,00 each
	I - Alfred recitings	D.30 0 10 0, G.3022
	STAGING .	
	4ft x8ft Black stage decks with legs and skirt	\$100.00each. •
	Part of the transfer of the second of the se	
	SPECIAL EFFECTS	
	Snow machine	\$100.00 each
	Martin 24/7 Hazer	\$150.00 each
	Confetti blast	\$175.00 each
	Dry Ice drop	\$300.00 each
	Black back drop curtain 16ft x 40ft (includes iruss)	\$250.00
	Fiber opti curtain (15ft x 30ft)	\$500.00
	LED Curtain, 15ft; x 30ft	\$700.00
	CM 1/2 Ton Chain Hoist	\$200.00 each
	CM 1 Ton Chain Hoist	\$200.00 each
	Rigging (Certified rigger per day)	\$600.00
	TRUSSING	⊕
	12' x 12' x 8ft Tomcai Truss	\$50.00 each
	12" x 12" x 10ft Tomoat truss	\$50,00 each \$50,00 each
	20" x 20" x 10ft Tomcat Tress " " " " " " " " " " " " " " " " " "	\$20.00 each
	·	
	RIGGING	
	Applied I16 Ground Support	\$50.00 each
	Gene Super Tower ST-25	\$250.00 each
	CM manual chain hoist	\$75.00 each
	CM-1/2 ton Chain Motor	\$125.00 each
	CM-I Ton Chain Motor	\$150.00 each
	Motion Laboratory Motor Control	\$50.00 each
	Steel Sling 5ft	\$5.00 each
	Steel Sling 10th	\$5.00 each
	Steel Sling 20th	\$5.00 each
	3 Tom Beam Clamps	\$15.00 each
	EN-60 Span Sets	\$5.00 each
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EXHIBIT "A"

5/8 Steel Shackles \$2.00 each
POWER
Three Phone Distribution Panel \$200.00

POWER
Three Phase Distribution Panel
Three Phase feeder cable \$1.50 per foot @ 100 Feet
19 Pin Soco 50ft power cable
\$20.00 each

Crew Chief Per load in 10 hours @ \$50.00 per hour \$500.00 Stage Fland Per load in 10 hours @ \$30.00 per hour \$300.00 each Lighting Technician per show \$300.00

TRUCKING
Delivery and pick up per event \$200.00

BRILLIANCE EVENT PRODUCTIONS

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DATE #/15/6

Capital One Bank

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ACORD[®]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDO/YYYY) 5/5/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAWED, subject to

the terms and conditions of the policy, ce certificate holder in lieu of such endorsen	rtain p sent(s)	oolicies may require an e				is certificate does not confer	rights to the	
PHODUCER		<u> </u>	CONTA	CT Trevor	Drake		·	
Brown & Brown of PA				PHONE FAX (A/G, No):				
125 E Elm Street	E-MAIL ADDRESS:							
Suite 210				INSURER(S) AFFORDING COVERAGE NAIC				
Conshohocken PA 19428				MSMERAPhiladelphia Indemnity Ins Co				
INSERED				NSURER & Philadelphia Indemnity Ins Co 18058 NSURER & Philadelphia Insurance Companies				
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THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIREMENTS OF MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	ireme Itain, Licies.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of an Ed by	IY CONTRACT THE POLICIE REDUCED BY	r or other is describe paid claims	DOCUMENT WITH RESPECT TO D. HEREIN IS SUBJECT TO ALL	WHICH THIS	
	L SUBA	POLICYNUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
X COMMERCIAL GENERAL LIABILITY A CLAIMS-MADE X OCCUR			•			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
X PD Ded: \$250		PH2K1430450		4/24/2015	4/24/2017	MED EXP (Any one person) \$	0	
						PERSONAL & ADVINJURY \$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER		[GENERAL AGGREGATE \$	2,000,000	
X POLICY PRO LOC	ŀ					PRODUCTS - COMP/OP AGG \$	2,000,000	
OTHER:	 	ļ				Office Liab. 5 COMBINED SINGLE LIMIT e	Included	
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ANY AUTO ALLOWNED SCHEDULED						BODILY INJURY (Per person) \$		
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DED RETENTIONS WORKERS COMPENSATION		FECEDZ#40#		4/44/2010	· */ **/ **/ **/ *	PER OTH-		
AND EMPLOYERS' LIABILITY Y/N	1		•	,]	ELL EACH ACCIDENT 5		
ANY PROPRIETOR/PARTNER/JEXECUTIVE OFFICER/MEMBER EXCLUDED?	A	1			•	EL, DISEASE - EA EMPLOYER 6		
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		}			1	EL DISEASE-POLICY LIMIT \$		
IDESCRIPTION OF OPERATIONS BEIOW	 			}	·	LALL LIGHT TOTAL CONT. 14		
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Member ID # D1814314 Re: Events at Eisenhower Park, East Meadow, New York form 4/1/2016 through 12/31/2016.								
County of Nassau has Additional policy, while the Named Insured	County of Nassau has Additional Insured status per attached form CG-2010, which is included in the policy, while the Named Insured is "on premises".							
Appropriation to be an	······································		C X 7 7	OF LATINE			 	
CERTIFICATE HOLDER		**************************************	TAN	CELLATION	!			
County of Nassau 1550 Franklin Avenue Mineola, NY 11501			THI	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE I CY PROVISIONS.		

James Toennies/TREVOR 7 and 1 Joe © 1988-2014 ACORD CORPORATION, All rights reserved.

AUTHORIZED REPRESENTATIVE