



E-156-19

**NIFS ID:CFIT19000001**

**Department: Information Technology**

**Capital: X**

SERVICE: TPVA System Replacement

Contract ID #:CFIT19000001

NIFS Entry Date: 16-APR-19

Term: from to

New
Time Extension:
Addl. Funds:
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

<b>Vendor Info:</b>	
Name: <b>Quest Computer Products LLC</b>	Vendor ID#: <b>824029409 01</b>
Address: 707 Lake Side Lane Canton, GA 30114	Contact Person: Wayne Graham
	Phone: 678-592-2589

<b>Department:</b>
Contact Name: Nancy Stanton ****Please return final, sealed copy to Caresse Capolongo****
Address: 240 Old Country Rd Mineola, NY 11501
Phone: 516-571-4311

2019 JUL -8 PM 2:56  
RECEIVED  
INFORMATION TECHNOLOGY  
DEPARTMENT

## Routing Slip

Department	NIFS Entry: X	22-APR-19 -- CCAPOLONGO
Department	NIFS Approval: X	22-APR-19 -- NSTANTON
DPW	Capital Fund Approved: X	30-APR-19 -- CYANSICK
OMB	NIFA Approval: X	13-MAY-19 -- IQURESHI
OMB	NIFS Approval: X	29-APR-19 -- SDEWS
County Atty.	Insurance Verification: X	22-APR-19 -- AAMATO
County Atty.	Approval to Form: X	23-APR-19 -- MMISRA
CPO	Approval: X	16-MAY-19 -- KOHAGENCE

DCEC	Approval: X	21-MAY-19 -- JCHIARA
Dep. CE	Approval: X	25-JUN-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	08-JUL-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Quest Computer Products LLC is to replace the existing "CompuCourt" system used by Nassau County District Court Traffic and Parking Violations Agency. The existing system requires replacement or conversion to modern browser based application.
<b>Method of Procurement:</b> RFP #IT1228-1740
<b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on 12/28/2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County procurement website. Proposals were due on 1/18/2018. Three (3) proposals were received and evaluated. The evaluation committee consisted of five (5) staff: Dave Rich (TPVA), Robert Piazza (TPVA), Steve Barry (IT), Mary Mahoney (IT), and Anthony Paganini (IT). The proposals were scored and ranked. As a result of the of the scoring and ranking, the highest-ranking proposer was selected.
<b>Description of General Provisions:</b> Quest Computer Products LLC is to provide Nassau County with a software package to manage the TPVA functions including processing and adjudicating tickets issued for parking violations and traffic infractions from various jurisdictions. The goal of this project is to replace the current TPVA System with a state-of-the-art real time system. TPVA not only seeks a replacement to the current IT solution, but also desires to improve current processed with the use of best of breed technology and practices. TPVA needs to reduce the number of physical documents required to facilitate processing and adjudication functions while at the same time increasing throughput of TPVA case/ticket resolution.
<b>Impact on Funding / Price Analysis:</b> \$872,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		01	PWCAPCAP/97114/00002	\$ 872,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	97114	Capital	\$ 872,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 872,000.00		TOTAL	\$ 872,000.00
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

**1. Vendor:** Quest Computer Products LLC

**2. Dollar amount requiring NIFA approval:** \$872000

**Amount to be encumbered:** \$872000

This is a New

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: Upon Execution**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Quest Computer Products LLC is to replace the existing "CompuCourt" system used by Nassau County District Court Traffic and Parking Violations Agency. The existing system requires replacement or conversion to modern browser based application.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

13-MAY-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF TRAFFIC AND PARKING VIOLATIONS BUREAU,  
AND QUEST COMPUTER PRODUCTS, LLC (“QUEST”)

WHEREAS, the County has negotiated a personal services agreement with Quest in relation to software and system services to convert CompuCourt system to a modern browser-based application, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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: Quest Computer Products, LLC

CONTRACTOR ADDRESS: 707 Lake Side Lane Canton, GA 30114

FEDERAL TAX ID #: 82-4029409

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_

[date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

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

The Contract was entered into after a written request for proposals was issued on 12/28/2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 1/18/2018. Three proposals were received and evaluated. The evaluation committee consisted of: Dave Rich (TPVA), Robert Piazza (TPVA), Steve Barry (IT), Mary Mahoney (IT), and Anthony Paganini (IT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nancy Stanton  
Department Head Signature

4-19-19  
Date

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO CAMPAIGN CONTRIBUTIONS  
PROVIDED.

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

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

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

Dated:

2/25/2019

Vendor:

QUEST COMPUTER  
PRODUCTS LLC.

Signed:

[Signature]

Print Name:

WAYNE GRAHAM

Title:

MANAGING MEMBER



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

4.

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

NONE

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

NONE

4

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

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

NONE

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

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

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

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

Dated: 2/25/2019

Signed:

Print Name:

Title:

Wayne Graham  
WAYNE GRAHAM  
MANAGE MEMBER

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name WAYNE GRAHAM  
Date of birth 1/21/1965  
Home address 707 LAKE SIDE LN  
City/state/zip CANTON GA 30114  
Business address 707 LAKE SIDE LN  
City/state/zip CANTON GA 30114  
Telephone 678 592-2589  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President \_\_\_\_\_ Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_

(Other) MANAGING MEMBER 1/5/2018 -

3. Do you have an equity interest in the business submitting the questionnaire?  
(YES) X NO \_\_\_\_ If Yes, provide details. MAJORITY MEMBER INTEREST
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ (NO) X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? (YES) X NO \_\_\_\_  
If Yes, provide details. MANAGING MEMBER  
MAJORITY INTEREST  
SHREWCOURT LLC SINCE 2010

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

If Yes, provide details. CITY OF WOODSTOCK, GA

CITY OF HOLLY SPRINGS, GA

SEE ADDENDUM

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.

YES ☐ NO ☒ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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



**CERTIFICATION**

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

I, WAYNE GRAHAM being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27<sup>th</sup> day of February 2019

Cristal L. Welch  
Notary Public

MY COMMISSION EXPIRES

MARCH 16, 2022

QUEST COMPUTER PRODUCTS LLC  
Name of submitting business

WAYNE GRAHAM  
Print name

[Signature]  
Signature

MANAGING MEMBER  
Title

2 / 27 / 2019  
Date

Addendum to Principal Questionnaire Form

Section 6

Contract awards in last 3 years

SureCourt LLC

Renewal of annual service agreement

Company: City of Woodstock

Contact Person: Robert J. Porche, Jr.

Address: 12453 Highway 92, Woodstock, GA 30188

Telephone: (770) 592-6000 ext. 1200

Email Address: rporche@woodstockga.gov

Renewal of annual service agreement

Company: City of Holly Springs

Contact Person: Karen Norred, CMC, CHRMP

Address: P.O. Box 990, Holly Springs GA 30142

Telephone: (770) 721-7502

Email Address: knorred@hollyspringsga.us

### 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: 15 FEBRUARY 2019

1) Proposer's Legal Name: QUEST COMPUTER PRODUCTS LLC

2) Address of Place of Business: 707 LAKE SIDE LN

CANTON GA 30114  
List all other business addresses used within last five years:  
SEE ATTACHED

3) Mailing Address (if different): AS ABOVE

Phone: 516 592 0671

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 82-4029409

6) The proposer is a (check one): Corporation ☒ Other (Describe) DOMESTIC LIMITED LIABILITY COMPANY Partnership ☐ Sole Proprietorship ☐

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

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No 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. \_\_\_\_\_

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.

THE FIRM RELIES ON THE INTEGRITY OF ITS PRINCIPALS TO CONDUCT BUSINESS WITHOUT CONFLICT OF INTEREST. ANY POTENTIAL CONFLICT OF INTEREST WILL BE BROUGHT TO THE ATTENTION OF COUNTY ADMINISTRATION.

Rev. 3-2016

4

\* SEE ATTACHED

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

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

- i) Date of formation; 1/5/2018
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; \*
- iii) Name, address and position of all officers and directors of the company; \*
- iv) State of incorporation (if applicable); GEORGIA
- v) The number of employees in the firm; 5
- vi) Annual revenue of firm; \$454,000
- vii) Summary of relevant accomplishments \*
- viii) Copies of all state and local licenses and permits. \*

- B. Indicate number of years in business. 1+ YEARS

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

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

SEE ATTACHED

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

4

Company SEE ATTACHED  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

---

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

## CERTIFICATION

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

I, WAYNE GRAHAM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27<sup>th</sup> day of February 2019

Cynthia L. Welch MY COMMISSION EXPIRES  
Notary Public MARCH 16, 2022

Name of submitting business: QUEST COMPUTER PRODUCTS LLC

By: WAYNE GRAHAM  
Print name

[Signature]  
Signature

MANAGING MEMBER  
Title

2 / 27 / 2019  
Date



**Business History Form - Additional**

The answers below are additional sheets or expansions to sections in the hand-written Business History Form for Quest Computer Products, LLC

Date: 15<sup>th</sup> February 2019

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

2) Address of Place of Business: 707 Lake Side Lane, Canton GA 30114

*List all other business addresses used within last five years:*

Quest Computer Products, LLC. is a business entity created from resources, pre-existing technology and intellectual property provided by SureCourt, LLC (707 Lake Side Lane, Canton GA 30114 – 9 years at address), and Quest Computer Products, Inc. (804 Westbourne Grove Court, Colfax NC 27235 – 9 years, 213 Oonoga Way, Loudon TN 37774 – 1 Year at address, 311 Gadusi Lane, Loudon TN 37774 – 1 Year at address)

3) Mailing Address (if different): As Above

Phone: (516) 592-0671

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet Number: NONE

5) Federal I.D. Number: 82-4029409

6 through 17 – See Handwritten

- 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.

Quest Computer Products, LLC ("QCPL") is a business entity created from resources, pre-existing technology and intellectual property provided by SureCourt, LLC. (Founded 2010 as a Domestic Limited Liability Company, incorporated in the State of Georgia) and Quest Computer Products, Inc. (Founded 1984 as a Subchapter S Corporation, incorporated in the State of North Carolina).

Combined, the principals (Wayne Graham and Peter Inglis) have over 80 years of experience in software development and systems design. Over 40 years of this is specific to software and systems related to the public sector in courts, case management and financial management. Peter Inglis has over 30 years of experience with New York State requirements and 23 years with Nassau County specific requirements. Wayne Graham, in collaboration with Quest Computer Products, Inc, has been successful in delivering a self-service and online payment platform to TPVA since 2013.

The principals in QCPL are already well known to TPVA and the County and have a successful track record of delivering quality services to TPVA. QCPL provides a robust structure to secure continuity of the services of Peter Inglis and aggregate a powerfully agile development network comprising expert resources that have a track-record of successful project management, and software and systems development.

**Wayne Graham**

Managing Member (Quest Computer Products, LLC, 2018 - present)

Managing Member (SureCourt, LLC, 2010 - present)

*Master of Science in Economic and Social History*

University of Oxford, UK, 1994

Dissertation with Distinction (and later published)

*Diploma in Social Studies*

University of Oxford, UK, 1993

Majoring in Politics and Economics, and obtained with Distinction

*Bachelor of Science, Quantity Surveying*

University of Port Elizabeth, South Africa, 1988

Projector manager and systems and software architect with 9 years' experience in public-sector projects, including SureCourt (municipal court case and financial management system), SureTax (municipal property tax management system), Pronto and ProntoPay (probation case and financial management and disbursement system); various integrated digital online payment and self-service portals, including for Nassau TPVA.

Peter Inglis

Member (Quest Computer Products, LLC, 2018 - present)

President (Quest Computer Products, Inc, 1985 - present)

A.A.S Mechanical Technology

State University of New York

B.S. Computer Science

State University of New York

Projector manager and systems and software architect with 30 years' experience in public-sector projects, including village courts systems in NYS, and CompuCourt for Nassau TPVA.

Peter is well known to Nassau County and has had a contractual relationship with the County for 28 years.

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

i) Date of formation; 1/5/2018

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

Wayne Graham, Managing Member, 707 Lake Side Lane, Canton GA 30114

Peter Larson Inglis, Member, 311 Gadusi Lane, Loudon TN 37774

iii) Name, address and position of all officers and directors of the company;

Wayne Graham, Managing Member, 707 Lake Side Lane, Canton GA 30114

Peter Larson Inglis, Member, 311 Gadusi Lane, Loudon TN 37774

iv) State of incorporation (if applicable); Georgia

v) The number of employees in the firm; 5

vi) Annual revenue of firm; \$454,000

vii) Summary of relevant accomplishments;

Quest Computer Products, LLC is a business entity created from resources, pre-existing technology and intellectual property provided by SureCourt, LLC. (Founded 2010 as a Limited Liability Corporation, incorporated in the State of Georgia) and Quest Computer Products, Inc. (Founded 1984 as a Subchapter S Corporation, incorporated in the State of North Carolina).

Quest Computer Products, Inc has offered software products to the municipal government market place for 33 years. Packages sold and supported are: CompuCourt (Municipal Court Management); ProTax (Property Tax Management); Members Only Software (Recreation); FirePro (Fire Departments); Parking Permits Software

CompuCourt was installed at the Nassau County Traffic and Parking Violations Agency in 1995 and has been in continuous operation for 23 years. Quest has supported this software since installation.

SureCourt, LLC has offered software products and services to the municipal government market place for 9 years. SureCourt has offered subscriptions and services focused on financial management in the areas of court management (SureCourt), property tax billing and collections (SureTax), probation management and electronic monitoring services, and General Fund collections (permits, licenses). SureCourt supports an extensive integrated digital payment network, including financial reconciliation, integrated general ledger accounting and audit.

viii) Copies of all state and local licenses and permits. SEE ATTACHED.

B. Indicate number of years in business. 1+ year

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

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: City of Woodstock  
Contact Person: Robert J. Porche, Jr.  
Address: 12453 Highway 92, Woodstock, GA 30188  
Telephone: (770) 592-6000 ext. 1200  
Email Address: rporche@woodstockga.gov

Company: Village of Hempstead  
Contact Person: Krischna Venant  
Address: 99 James A. Garner Way, Hempstead NY 11550  
Telephone: (516) 489-3400 ext. 259  
Email Address: kvenant@villageofhempstead.org

Company: Village of Rockville Center  
Contact Person: Chris Tarpinian (Court Clerk)  
Address: 1 College Place, Rockville Center, NY 11571  
Telephone: (516) 678-9289  
Fax: (516) 678-9204  
Email Address: ctarpinian@rvcny.us

Company: Village of Garden City  
Contact Person: Gregory Cutrone  
Address: 349 Stewart Ave, Garden City NY 11530  
Telephone: (516) 465-4080  
Email Address: gcutrone@gardencity.net

GEORGIA CORPORATIONS DIVISION		GEORGIA SECRETARY OF STATE BRAD RAFTENSPERGER	
<b>BUSINESS INFORMATION</b>			
Business Name: Quest Computer Products LLC	Control Number: 18054314		
Business Type: Domestic Limited Liability Company	Business Status: Active/Compliance		
NAICS Code: Professional, Scientific, and Technical Services	NAICS Sub Code: Custom Computer Programming Services		
Principal Office Address: 707 Lake Side Lane, Canton, GA, 30114, USA	Date of Formation / Registration Date: 1/5/2018		
State of Formation: Georgia	Last Annual Registration Year: 2019		
<b>REGISTERED AGENT INFORMATION</b>			
Registered Agent Name: WAYNE GRAHAM			
Physical Address: 707 LAKE SIDE LANE, CANTON, GA, 30114, USA			
County: Cherokee			

IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45208-0023

QUEST COMPUTER PRODUCTS LLC  
WAYNE GRAHAM MGR  
707 LAKE SIDE LN  
CANTON, GA 30114

Date of this notice: 01-16-2016

Employer Identification Number:  
82-4029409

Form: 96-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-866-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

4

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/9/2019 3:39:47 AM

<b>ANNUAL REGISTRATION</b>		
CONTROL NUMBER	18004514	
BUSINESS NAME	Quest Computer Products LLC	
BUSINESS TYPE	Domestic Limited Liability Company	
EFFECTIVE DATE	01/09/2019	
<b>PRINCIPAL OFFICE ADDRESS</b>		
ADDRESS	707 Lake Side Lane, Canton, GA, 30114, USA	
<b>REGISTERED AGENT</b>		
NAME	ADDRESS	COUNTY
WAYNE GRAHAM	707 LAKE SIDE LANE, CANTON, GA, 30114, USA	Cherokee
<b>AUTHORIZER INFORMATION</b>		
AUTHORIZER SIGNATURE	Wayne Graham	
AUTHORIZER TITLE	Registered Agent	

Control Number : 18004514

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

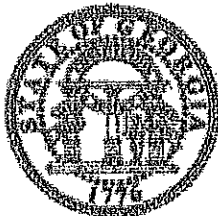
### CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Quest Computer Products LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 01/05/2018 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on 01/12/2018.



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

4



**2019**  
**Cherokee County Occupation Tax Certificate**

This certifies that the business or individual listed below is hereby authorized to  
conduct business within the Unincorporated Areas of Cherokee County.

**LC20190000178**  
**Quest Computer Products LLC**  
**707 Lake Side Ln, Canton, GA 30114**

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

**OTC20190002160**  
Issuance Number

**541511**  
NAICS Code

**Home Occupation**  
TYPE



**February 25, 2019**  
Date Issued

Occupation tax is payable annually  
starting January 1  
Date Due

*Katie L. Parker*  
License Officer

*cf*

### 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: 15 FEBRUARY 2019

1) Proposer's Legal Name: SURECOURT LLC

2) Address of Place of Business: 707 LAKE SIDE LANE

CHANTON GA 30114  
List all other business addresses used within last five years:  
SAME ADDRESS FOR 9 YEARS

3) Mailing Address (if different): AS ABOVE

Phone: 678 592 2589

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 27-3425472

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership  
Corporation ☒ Other (Describe) DOMESTIC LIMITED LIABILITY COMPANY

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

Yes ☒ No ☐ If Yes, please provide details: \_\_\_\_\_

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

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

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No 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. \_\_\_\_\_

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.

THE FIRM RELIES ON THE INTEGRITY OF ITS MANAGING MEMBER AND HIS LEADERSHIP TO CONDUCT BUSINESS WITHOUT CONFLICT OF INTEREST. ANY POTENTIAL CONFLICT OF INTEREST WILL BE BROUGHT TO THE ATTENTION OF COUNTY ADMINISTRATION.

\*' SEE ATTACHED

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

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

- i) Date of formation; 9/10/2010
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; \*
- iii) Name, address and position of all officers and directors of the company; \*
- iv) State of incorporation (if applicable); GEORGIA
- v) The number of employees in the firm; 0
- vi) Annual revenue of firm; \$18220444
- vii) Summary of relevant accomplishments \*
- viii) Copies of all state and local licenses and permits. \*

- B. Indicate number of years in business. 9

- 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.

SEE ATTACHED

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

cf

Company SEE ATTACHED  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

---

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

# CERTIFICATION

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

I, WAYNE GRAHAM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27<sup>th</sup> day of February 2019

Cristal L. Welch  
Notary Public

MY COMMISSION EXPIRES

MARCH 16, 2022

Name of submitting business: SURECOURT LLC

By: WAYNE GRAHAM

Print name

[Signature]  
Signature

MANAGING MEMBER  
Title

2 / 27 / 2019  
Date

**Business History Form - Additional**

The answers below are additional sheets or expansions to sections in the hand-written Business History Form for SureCourt, LLC

Date: 15<sup>th</sup> February 2019

1) Proposer's Legal Name: SureCourt, LLC

2) Address of Place of Business: 707 Lake Side Lane, Canton GA 30114

*List all other business addresses used within last five years:*

707 Lake Side Lane, Canton GA 30114 – 9 years at address

3) Mailing Address (if different): As Above

Phone: (678) 592-2589

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet Number: NONE

5) Federal I.D. Number: 27-3425472

6 through 17 -- See Handwritten



- 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.

SureCourt, LLC. was founded September 2010 as a Domestic Limited Liability Company, incorporated in the State of Georgia)

SureCourt, LLC has offered software products and services to the municipal government market place for 9 years. SureCourt has offered subscriptions and services focused on financial management in the areas of court management (SureCourt), property tax billing and collections (SureTax), probation management and electronic monitoring services, and General Fund collections (permits, licenses). SureCourt supports an extensive integrated digital payment network, including financial reconciliation, integrated general ledger accounting and audit.

**Wayne Graham**

Managing Member (SureCourt, LLC, 2010 - present)

*Master of Science in Economic and Social History*

University of Oxford, UK, 1994

Dissertation with Distinction (and later published)

*Diploma In Social Studies*

University of Oxford, UK, 1993

Majoring in Politics and Economics, and obtained with Distinction

*Bachelor of Science, Quantity Surveying*

University of Port Elizabeth, South Africa, 1988

Projector manager and systems and software architect with 9 years' experience in public-sector projects, including SureCourt (municipal court case and financial management system), SureTax (municipal property tax management system), Pronto and ProntoPay (probation case and financial management and disbursement system); various integrated digital online payment and self-service portals, including for Nassau TPVA.

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

i) Date of formation; 9/10/2010

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

Wayne Graham, Managing Member, 707 Lake Side Lane, Canton GA 30114

Porche Enterprises LLC, Member, 6003 Twinpoint Way, Woodstock GA 30189

iii) Name, address and position of all officers and directors of the company;

Wayne Graham, Managing Member, 707 Lake Side Lane, Canton GA 30114

iv) State of incorporation (If applicable); Georgia

v) The number of employees in the firm; 0

vi) Annual revenue of firm; \$18,228,444

vii) Summary of relevant accomplishments;

SureCourt, LLC has offered software products and services to the municipal government market place for 9 years. SureCourt has offered subscriptions and services focused on financial management in the areas of court management (SureCourt), property tax billing and collections (SureTax), probation management and electronic monitoring services, and General Fund collections (permits, licenses). SureCourt supports an extensive Integrated digital payment network, including financial reconciliation, integrated general ledger accounting and audit.

viii) Copies of all state and local licenses and permits. SEE ATTACHED.

B. Indicate number of years in business. 9 years

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

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: City of Woodstock  
Contact Person: Robert J. Porche, Jr.  
Address: 12453 Highway 92, Woodstock, GA 30188  
Telephone: (770) 592-6000 ext. 1200  
Email Address: rporche@woodstockga.gov

Company: City of Holly Springs  
Contact Person: Chief Michael R. Carswell  
Address: P.O. Box 990, Holly Springs GA 30142  
Telephone: (770) 345-5537  
Email Address: mcarswell@hollyspringsga.us

Company: ProntoTrak  
Contact Person: Ginger M. Fowler  
Address: P.O. Box 4086, Canton GA 30114  
Telephone: (678) 455-0525 ext. 225  
Email Address: gfowler@prontotrak.com

Company: Village of Hempstead  
Contact Person: Krischna Venant  
Address: 99 James A. Garner Way, Hempstead NY 11550  
Telephone: (516) 489-3400 ext. 259  
Email Address: kvenant@villageofhempstead.org

Company: Village of Rockville Center  
Contact Person: Chris Tarpinian (Court Clerk)  
Address: 1 College Place, Rockville Center, NY 11571  
Telephone: (516) 678-9289  
Fax: (516) 678-9204  
Email Address: ctarpinian@rvcny.us

Company: Village of Garden City  
Contact Person: Gregory Cutrone  
Address: 349 Stewart Ave, Garden City NY 11530  
Telephone: (516) 465-4080  
Email Address: gcutrone@gardencity.net

GEORGIA CORPORATIONS DIVISION		GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER	
<b>BUSINESS SEARCH</b>			
<b>BUSINESS INFORMATION</b>			
Business Name:	SURECOURT LLC	Control Number:	10000007
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	707 Lake Side Lane, Canton, GA, 30114-0100	Date of Formation / Registration Date:	2/10/2010
State of Formation:	Georgia	Last Annual Registration Year:	2010
<b>REGISTERED AGENT INFORMATION</b>			
Registered Agent Name:	Graham, Christopher		
Physical Address:	707 Lakeside Lane, Canton, GA, 30114-0100, USA		
County:	Cherokee		

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/9/2019 3:34:34 AM

REGISTRATION VALUES		
CONTROL NUMBER	10063687	
BUSINESS NAME	SURECOURT LLC	
BUSINESS TYPE	Domestic Limited Liability Company	
EFFECTIVE DATE	01/09/2019	
REGISTERED ADDRESS		
ADDRESS	707 Lake Side Lane, Canton, USA	
REGISTERED PERSON		
NAME	ADDRESS	COUNTY
Graham, Christopher	707 Lakeside Lane, Canton, GA, 30114-3103, USA	Cherokee
AUTHORIZED SIGNATURES		
AUTHORIZER SIGNATURE	Christopher Graham	
AUTHORIZER TITLE	Organizer	

Control No. 10063667

# STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

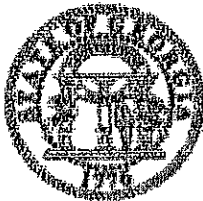
I, Brian P. Kemp, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**SURECOURT LLC**

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 09/10/2010 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on September 10, 2010



Brian P. Kemp  
Secretary of State

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

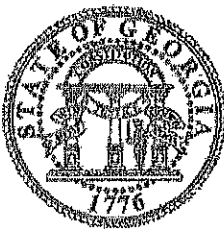
I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Quest Computer Products LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 01/05/2018 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 01/12/2018.



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

**2019**  
**Cherokee County Occupation Tax Certificate**

This certifies that the business or individual listed below is hereby authorized to  
conduct business within the Unincorporated Areas of Cherokee County.

**LC20190000178**  
**Quest Computer Products LLC**

**707 Lake Side Ln, Canton, GA 30114**

---

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

**OTC20190002160**

Issuance Number

541511  
NAICS Code

Home Occupation  
TYPE



February 25, 2019

Date Issued

Occupation tax is payable annually  
starting January 1

Date Due

*Kati L. Parker*

License Officer

COUNTY OF NASSAU

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

1. Name of the Entity: QUEST COMPUTER PRODUCTS LLC

Address: 707 LAKE SIDE LANE

City, State and Zip Code: CANTON GA 30114

2. Entity's Vendor Identification Number: FEIN 82-4029409

3. Type of Business: Public Corp Partnership Joint Venture

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

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

WAYNE GRAHAM (MANAGING MEMBER)  
707 LAKE SIDE LN, CANTON GA 30114

PETER LARSON INGLIS (MEMBER)  
311 GADUSI LANE, LONDON TN 37774

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

WAYNE GRAHAM  
707 LAKE SIDE LN, CANTON GA 30114

PETER LARSON INGLIS  
311 GADUSI LANE, LONDON TN 37774

4



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

SURECOURT LLC AND QUEST COMPUTER  
PRODUCTS INC ARE RELATED AS  
DESCRIBED IN THE BUSINESS HISTORY FORM.

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

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

NONE

f

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

NONE

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

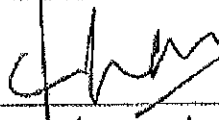
NONE

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

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

Dated: 2/25/2019

Signed:



Print Name:

WAYNE GRAHAM

Title:

MANAGING MEMBER

**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.

cf.

COUNTY OF NASSAU

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

1. Name of the Entity: SURECOURT LLC  
Address: 707 LAKE SIDE LN  
City, State and Zip Code: CANTON GA 30114  
2. Entity's Vendor Identification Number: FEIN 27-3425472  
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

WAYNE GRAHAM

MANAGING MEMBER

707 LAKE SIDE LN

CANTON GA 30114

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

WAYNE GRAHAM

707 LAKE SIDE LN, CANTON GA 30114

PORCHE ENTERPRISES LLC

6003 TWINPOINT WAY, WOODSTOCK GA 30189

4

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

QUEST COMPUTER PRODUCTS LLC  
- SUREQUEST LLC MAY PROVIDE RESOURCES  
AND INTELLECTUAL PROPERTY NECESSARY  
FOR COMPLETION OF DELIVERABLES FOR  
THE CONTRACT ARISING FROM RFP # IT/228-1740

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

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

NONE

4

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

NONE

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

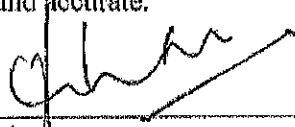
NONE

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

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

Dated: 2/25/2019

Signed:



Print Name:

WAYNE GRAHAM

Title:

MANAGING MEMBER

**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.

cf.

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic and Parking Violations Bureau, having its principal office at 16 Cooper Street, Hempstead, NY 11550 (the "Department" or "TPVA") and (ii) Quest Computer Products, LLC, having its principal office at 707 Lake Side Lane, Canton, Georgia 30114 (the "Contractor").

### WITNESSETH:

WHEREAS, TPVA is responsible for processing and adjudicating tickets issued for parking violations, traffic infractions, and photo enforcement related offenses from various jurisdictions (the "TPVA Functions"); and

WHEREAS, the County requires a software package to manage the TPVA Functions (the "Software"); and

WHEREAS, the County currently uses the Nassau County District Court Traffic and Parking Violations Agency System to manage TPVA Functions ("CompuCourt"); and

WHEREAS, CompuCourt requires replacement or conversion to a modern browser-based application; and

WHEREAS, the County Department of Information Technology issued Request for Proposals # IT 1228-1740 to solicit proposals to provide the replacement of CompuCourt on December 28, 2017 (the "RFP"); and

WHEREAS, the County Department of Information Technology determined that it was more cost effective to convert CompuCourt to a modern browser-based application than to replace CompuCourt; and

WHEREAS, the Contractor submitted the winning proposal to the RFP (the "Proposal"); 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; and

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

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

1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department may elect to renew the Term for an additional three (3) one (1) year periods; such renewal options being exercisable at the sole discretion of the Department.

2. Services. (a) The Contractor shall provide services relating to the licensing, maintenance, and support of the Software for the County, such services being more fully described in greater detail in the attached **Appendix A** hereto (the "SOW"), which is hereby incorporated into this Agreement by reference and made part hereof. The Schedule of Deliverables is annexed hereto as **Appendix B**.

3. Payment. (a) Amount of Consideration.

4



(i) **Buildout, Maintenance, and Enhancement Fees:** The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including the amount paid by the County for the buildup (including license fee), maintenance and enhancement of the Software, under this Agreement shall not exceed the sum of Eight-Hundred and Seventy-Two Thousand Dollars (\$872,000.00) (the "Maximum Amount") The Maximum Amount is explained in further detail in Appendix B as footnoted below, and shall be payable as follows:

PAYMENT SCHEDULE BY YEAR	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
	2018	2019	2020	2021	2022	2023	
MVP Development Cost <sup>1a</sup>		\$435,000					\$725,000
<i>Payment Date</i>		9/16/2019					
MP – CompuCourt II Retired <sup>2a</sup>			\$145,000				
<i>Payment Date</i>			4/13/2020				
MP – Completed <sup>2d</sup>			\$145,000				
<i>Payment Date</i>		9/16/2019	9/14/2020				
Maintenance Cost <sup>3b</sup>				\$24,000	\$24,000	\$24,000	\$72,000
<i>Payment Date</i>				9/13/2021	9/12/2022	9/11/2023	
TCO – before Discretionary	\$0	\$435,000	\$290,000	\$24,000	\$24,000	\$24,000	\$797,000
Discretionary Enhancements <sup>4d</sup>				\$25,000	\$25,000	\$25,000	\$75,000
<b>Total Cost of Ownership</b>	<b>\$0</b>	<b>\$435,000</b>	<b>\$290,000</b>	<b>\$49,000</b>	<b>\$49,000</b>	<b>\$49,000</b>	<b>\$872,000</b>

(ii) Discretionary enhancements are defined as those changes necessary due to legislative mandates. In addition, there may have been functionality needed that was not identified at the time of the design of this solution. Enhancements will be billed at the rate of \$190 an hour. The invoice will include the project that was worked on and the number of hours expended for that specific project. TPVA will review the invoice to ensure that the work was completed and was satisfactory.

(iii) **Commission for Transactions Processed.** In addition to Buildout, Maintenance, and Enhancement Fees, Contractor shall also be entitled to a commission for each transaction processed through the integrated digital payment system (the "System") for card-not-present transactions and card-present transactions. The commission paid shall be based on the number of transactions processed per month (the "Commission"). The Commission is charged to the users of the System. The current rate charged to users of the online (card-not-present) System is 4.95%. This rate is based upon a moving average ("MA") of up to 5,000 transactions per month and can be adjusted based on the number of monthly transactions processed or if market conditions change (increased or decreased cost of processing transactions). The commission rate payable per transaction is payable as follows:

MA # of transaction processed per month	Rate (addition to payment of fines and court fees)
Current rate	4.95%
5,000 to 5,999	4.75%
6,000 to 6,999	4.5%
7,000 to 7,999	4.25%
8,000 and over	4%

The current rate charged for card-present transactions is 2% for Visa, Mastercard and Discover. The commission rate payable per transaction for card-present transactions shall be 2%. This rate can be adjusted if market conditions change or additional types of card are accepted.

4

(iv) All costs and expenses incurred by the Contractor in the performance of Services and collection of the Commission shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County.

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

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

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

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

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

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

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

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

(f) Protection of Confidential Information. The parties further acknowledge that in the course

of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under applicable Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(g) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work.

(h) The provisions of this subsection shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions

necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County, (iii) upon legal compulsion.

9. Software License Grant. Contractor hereby Grants to County a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up (monetized) license to the Software (that license, the "License"). The License will become monetized and fully paid upon the completion of the Mature Product Completion Phase as per Appendix B and payment, therefore.

10. Warranty. The Contractor warrants and represents that the License, Software and any update or enhancement thereto (hereinafter "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret, or other proprietary right of any third party. In the event of any third party claim against the County in respect of the Deliverables, the Contractor, at its sole option, may (i) obtain the right to use the Deliverables without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverables without materially diminishing the functionality or performance thereof, to become non-infringing at the Contractor's sole cost and expense, or (iii) require that the County discontinue the use of infringing Deliverables and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence shall not be deemed to limit the County's rights under that Agreement. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based on (i) a modified version of any Deliverable to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use, or (iii) the Contractor's compliance with the Contractor's specific instructions.

11. Patent/Copyright Claims. (a) Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor, including but not limited to the Warranty described in Paragraph 10 above. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement; (b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of

at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor; (c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval; (d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have; and (e) The provisions of this Section shall survive termination of the Agreement.

12. Right to Works/Intellectual Property Rights. (a) The Department shall maintain ownership of all data used in the Software and / or System. (b). Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or complied by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (c) The completed project deliverables as well as all working material shall become the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other uses. (d) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

13. Works Made for Hire. The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all -rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

14. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

15. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly

designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

17. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure



to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

19. 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.

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

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

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

of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

23. Incorporation by Reference. The RFP and Proposal are hereby incorporated into this Agreement by reference and are attached hereto as **Appendix C** and **Appendix D** respectively.

24. 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.

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

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

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

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

26. 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.

27. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) 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.

28. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

29. 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 HAS BEEN LEFT INTENTIONALLY BLANK**

4

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

QUEST COMPUTER PRODUCTS, LLC

By: 

Name: Wayne Graham

Title: Managing Member

Date: 2.27.2019

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.†

COUNTY OF NASSAU )

On the 07<sup>th</sup> day of February in the year 2019 before me personally came Wayne Graham to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cherokee; that he or she is the Managing Member of Quest Computer Products, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Crystal J. Welch

**MY COMMISSION EXPIRES**

**MARCH 16, 2022**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

4

**Appendix A**  
**Services and Statement of Work, Deliverables, and Maintenance**

Contractor shall provide County with Services as described below.

**1.0 Service Description**

Contractor will convert the CompuCourt Application programs and screens to a modern Browser based application. All the existing screen business functionality of CompuCourt and specific enhancements that show case web interactivity and capabilities not found in the current CompuCourt Application will be developed. Contractor will also convert the CompuCourt Applications business logic, data files and dictionaries from the UniVerse DBMS to MS SQL Server RDBMS on a Windows or Unix platform. Contractor will integrate the CompuCourt Application MS SQL Server mainstream standards. The CompuCourt Application logic, data files and dictionaries will function on the MS SQL Server RDBMS with full integration to MS SQL Server applications, tools and languages. The UniVerse data files will be stored in a normalized format that allows read and writes to and from MS SQL Server technologies.

**2.0 Deliverables**

All requirements previously included in CompuCourt or called for in any contracts between The County and Contractor or its successor(s), or in the RFP that the current contract is to be awarded for, are required to be operable in the new software.

Contractor will provide the Software and Services to convert the CompuCourt Application business logic, data files and dictionaries from the UniVerse DBMS to the MS SQL Server RDBMS on a Windows platform with integration to SQL mainstream standards (the DELIVERABLE). The DELIVERABLE shall be delivered for the fixed fees described herein.

A complete and detailed data dictionary along with a "live" relational database, with all TPVA data, is to be available to TPVA, at the time of signing of any contract. TPVA is to be given data dictionary along with access to data, and if necessary, training on use of application to access such data.

**In addition to what the proposal included, the following are additional agreed upon deliverables:**

- **Default Judgment/Judgment processing and tracking**
- **Scofflaw processing for RLC NOL's in addition to Parking Scofflaws**
- **Self-service for defense attorneys – attorney web access. Submit Notice of Appearance electronically to notify date of court appearance. Review summarized records of their clients**
- **Export files for external printing and mailing**
- **Ability to edit correspondence in MS Word (or compatible)**
- **Correspondence will have bar code to track and identify type of letter and solution when**

received.

- Ability to batch return correspondence
  - Equipment proof repairs
  - Insurance proof repairs
  - Returned mail

Upgrade to real time processing with external vendors (or API). API's with all agencies – There shall be an API provided by Contractor that communicates with all the vendors to the county to update in real time both the county and the vendors regarding issues currently handled by ATS, Paylock, RTR, Alliance One, and any other vendors TPVA does or may do business with.

- a. If a mechanism exists or the state is willing to do this, TRACS, TSLED, and DMV should update/be updated automatically.
- b. TOH, ToNH, and Nassau County Police are agencies that provide us with electronic ticket information. This should become fully automatic.

- Address History (track old address)
- Self-services – plea online, request adjournment, update address
- For those that plea NG to license, equipment or insurance, send mailer to them informing them of requirements for dismissal
- Pull motorist DMV information 'automatically' when retrieving certain violations
- Provide full financial reporting information based upon current needs. Current process involves using multiple reports wherein data is manually input into excel to manipulate data to prepare final reports. Also produce pre-canned memos to Treasurer.
- Ability to mail bills based upon recidivism violations – tiered pricing: i.e. 2<sup>nd</sup> violation in past 18 months, incremented fine.
- Paper reduction program for conferencing and adjudication – Includes all standardized reductions prepopulated for prosecutor when reviewing record. If prosecutor authorizes/approves, then it goes into queue for review by Judicial Hearing Officer. If JHO approves, motorist can pay in person or online same day. Also includes scanning motorist license and then retrieving all associated records for that defendant. Obviously not a 'one size fits all' but should cover majority of visitors.

#### **Schedule of Deliverables**

**The first production-ready release of the product will include:**

- A User Interface (UI) and workflow that at a minimum meets the requirements of operational staff at TPVA, and specifically the items listed in the Functional Sample Walkthrough detailed in the RFP
- Selected enhancements and improvements that are agreed as practical to be included in the first release (from Section C.1 – Functional Requirements).

**MVP Development Phase:**



- Develop a Minimum Viable Production version ("MVP", aka. "first release"), as described in the RFP / Proposal.

- Updated MVP versions of the enhanced Remote Self-Service application will be deployed in parallel.

**Mature Product Completion Phase:**

- Develop and release on-going iterations of the Production Version that systematically and eventually entirely replace any CompuCourt communication functions, as well as any and all necessary data maintenance and back office functions.
- The deliverables for this phase will have been defined by the end of the MVP Development Phase.

**Maintenance Phase:**

- The on-going maintenance of the product as defined.
- Annual Maintenance Contract Amount: \$24,000.
- Maintenance to commence with deployment of MVP, prorated for the year if applicable.

**Enhancements:**

- This is an amount that TPVA can set aside for enhancements that may be required but could not have been foreseen at the time of specification in the Discovery phase or MVP phase.
- Generally, this will include any items of exceptional nature that cannot be categorized as belonging to the inherent case and financial management system, or the enhanced self-service portal.
- The use of this amount is at the discretion of TPVA.

## **Appendix B**

### **Schedule of Deliverables**

1. MVP Development Phase
  - a. Develop a Minimum Viable Production version ("MVP", aka. "first release"), as described.
  - b. This phase commences when a contract is awarded.
  - c. Updated MVP versions of the enhanced Remote Self-Service application will be deployed in parallel.
  - d. Cost: There will be no up-front cost to TPVA to fund this development phase.
  - e. 60% of the Estimated Development Cost paid at acceptance and deployment of the MVP version.
2. Mature Product Completion Phase
  - a. Develop and release on-going iterations of the Production Version that systematically and eventually entirely replace any CompuCourt communication functions, as well as any and all necessary data maintenance and back office functions.
  - b. The deliverables for this phase will have been defined by the end of the MVP Development phase.
  - c. 20% of the Estimated Development Cost paid when CompuCourt is retired as communications engine.
  - d. 20% paid at the end of the Mature Product Completion Phase.
3. Maintenance Phase
  - a. The on-going maintenance of the product as defined.
  - b. Annual Maintenance Contract Amount: \$24,000.
  - c. Maintenance to commence with deployment of MVP, prorated for the year if applicable. (Only if there are 6 months or more in the year applicable for maintenance).
4. Enhancements
  - a. This is an amount that TPVA can set aside for enhancements that may be required but could not have been foreseen at the time of specification in the Discovery phase or MVP phase.
  - b. Generally, this will include any items of exceptional nature that cannot be categorized as belonging to the inherent case and financial management system, or the enhanced self-service portal.
  - c. The use of this amount is at the discretion of TPVA.
  - d. Maximum Amount: Contractor to bill for enhancements at a rate of One hundred-ninety dollars (\$190.00) per hour not to exceed a total of Twenty-five thousand dollars (\$25,000) per year.

1. MVP Development Phase

- a. Develop a Minimum Viable Production version ("MVP", aka. "first release"), as described.
- b. This phase commences when a contract is awarded.
- c. Updated MVP versions of the enhanced Remote Self-Service application will be deployed in parallel.
- d. Cost: There will be no up-front cost to TPVA to fund this development phase.
- e. 60% of the Estimated Development Cost paid at acceptance and deployment of the MVP version.

2. Mature Product Completion Phase

- a. Develop and release on-going iterations of the Production Version that systematically and eventually entirely replace any CompuCourt communication functions, as well as any and all necessary data maintenance and back office functions.
- b. The deliverables for this phase will have been defined by the end of the MVP Development phase.
- c. 20% of the Estimated Development Cost paid when CompuCourt is retired as communications engine.
- d. 20% paid at the end of the Mature Product Completion Phase.

3. Maintenance Phase

- a. The on-going maintenance of the product as defined.
- b. Annual Maintenance Contract Amount: \$24,000.
- c. Maintenance to commence with deployment of MVP, prorated for the year if applicable. (Only if there are 6 months or more in the year applicable for maintenance).

4. Enhancements

- a. This is an amount that TPVA can set aside for enhancements that may be required but could not have been foreseen at the time of specification in the Discovery phase or MVP phase.
- b. Generally, this will include any items of exceptional nature that cannot be categorized as belonging to the inherent case and financial management system, or the enhanced self-service portal.
- c. The use of this amount is at the discretion of TPVA.
- d. Maximum Amount: Contractor to bill for enhancements at a rate of One hundred-ninety dollars (\$190.00) per hour not to exceed a total of Twenty-five thousand dollars (\$25,000) per year.