



E-159-19

NIFS ID:CQCC19000003 **Department:** Corrections Center/Sheriff

Capital:

SERVICE: Video Visitation Project

Contract ID #:CQCC19000003 NIFS Entry Date: 02-JUL-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

Vendor Info:	
Name: Keyser Consulting Group LLC	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Joanne Oweis	
Address: 100 Carman Ave East Meadow, NY 11554	
Phone: 516 572-3457	

2019 JUL - 8 PM 16:05
 COUNTY OF NASSAU
 CLERK OF SUPREME COURT

Routing Slip

Department	NIFS Entry: X	03-JUL-19 -- PREISSMAN
Department	NIFS Approval: X	03-JUL-19 -- PREISSMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-JUL-19 -- IQURESHI
OMB	NIFS Approval: X	03-JUL-19 -- SJACOB
County Atty.	Insurance Verification: X	03-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	03-JUL-19 -- MMISRA
CPO	Approval: X	03-JUL-19 -- KOHAGENCE

DCEC	Approval: X	03-JUL-19 -- JCHIARA
Dep. CE	Approval: X	08-JUL-19 -- TFOX
Leg. Affairs	Approval/Review: X	08-JUL-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide necessary hardware/software to develop and maintain a system and schedule video visitation for professional visitors of inmates in the custody of the Nassau County Sheriff's Department for its Collaborative Justice Video project which will be utilized by key stakeholders in Nassau County and endorsed by the local judiciary.
Method of Procurement: Request for Proposals was issues on 12/20/18 and advertised in Newsday and the County Procurement Website. The Department received several inquiries regarding the RFP and over 400 vendors registered with the County received the solicitation by email/fax through County Purchasing for vendors associated with the commodity codes indicated on the solicitation. One proposal was received at the close of the RFP. Such proposal was responsive to the specifications in the RFP. Although the RFP had a low response, based on the inquires received and the wide breath of potential vendors targeted by County procurement, the Department did not deem it necessary to re-issue or further extent the solicitation.
Procurement History: New Contract
Description of General Provisions: Provide necessary hardware/software to develop and maintain a system and schedule video visitation for professional visitors of inmates in the custody of the Nassau County Sheriff's Department (Department). The purpose of this project is to implement a system which would reduce or eliminate the need for in-person (professional) visitors to the Nassau County Correctional Center (NCCC), enhance the visitation services and provide remote (via video) visitation capabilities. This solution will improve the efficiency, address the security challenges of in-person visit at the jail, adds more opportunities for the professional visitors to visit (via video remotely) the offenders and reduce the travel needed to physically visit the facility. The successful implementation of this project would improve speed, efficiency, and safety for NCCC, and has been endorsed by the judiciary and key stakeholders in Nassau County government.
Impact on Funding / Price Analysis: \$38,136.40 - up to \$25,000.00 of this will be funded by the Nassau County District Attorney Office's Community Partnership and Crime Prevention Fund
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CCGEN					
Control:	10	Revenue		1	CCGEN1120/DD40	\$ 25,000.00
Resp:	1120	Contract:			3	\$ 0.00
Object:	DD403	County	\$ 25,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00

<div>RENEWAL</div> <div>% Increase</div> <div>% Decrease</div>		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 25,000.00			\$ 0.00
					TOTAL	\$ 25,000.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Keyser Consulting Group LLC

2. Dollar amount requiring NIFA approval: \$38136.4

Amount to be encumbered: \$25000

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: 3 years from execution with 2 one year renewals

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 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:

To provide necessary hardware and software to develop and maintain a system and schedule video visitation for professional visitors of inmates in the custody of the Nassau County Sheriff's Department for its Collaborative Justice Video project which will be utilized by key stakeholders in Nassau County and endorsed by the local judiciary.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval 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

03-JUL-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 NASSAU COUNTY SHERIFF'S DEPARTMENT, AND KEYSER CONSULTING GROUP, LLC ("KEYSER")

WHEREAS, the County has negotiated a personal services agreement with Keyser in relation to providing a video visitation system for visitors of inmates in the custody of the Nassau County Sheriff's Department, 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 Keyser.

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: Keyser Consulting Group, LLC

CONTRACTOR ADDRESS: 29 West Broadway Gettysburg PA 17325

FEDERAL TAX ID #: 205521205

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

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

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

The Contract was entered into after a written request for proposals was issued on 12/20/18 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in County Procurement website and Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 1/18/19 [date]. One [state #] proposals were received and evaluated. The evaluation committee consisted of: Undersheriff Alphonzo Albright, Corp. Michelle Condell, Copr. Karl Stammler Jr., Deputy Director County IT Al Perez and Project Manager County IT Mary Mahoney

_____ (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.


Department Head Signature

7/2/19

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.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



VERA FLUDD
SHERIFF

SHERIFF'S DEPARTMENT
NASSAU COUNTY CORRECTIONAL CENTER

To: File RFP# CC1220-1835

From: Joanne L. Oweis, DCCO

CC: Robert Cleary, CPO

Date: July 2, 2019

Re: Single Response Analysis-Collaborative Justice Video Project RFP# CC1220-1835

On December 20, 2018, the Sheriff's Department solicited a Request for Proposals (RFP) for the Collaborative Justice Video Project. The objective of the RFP was to award a contract to a qualified individual or entity authorized to do business in the State of New York, with capability to provide necessary hardware/software to develop and maintain a system and schedule video visitation for visitors of inmates in the custody of the Nassau County Sheriff's Department. A review of the specifications indicated that they were not brand specific in nature but did provide for hardware durability for use within a correctional environment.

The RFP was advertised in Newsday on December 20, 2018. In addition, RFP was posted on the County procurement website and the following commodity codes were utilized in an effort to reach the widest audience of potential vendors:

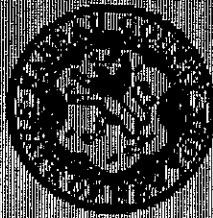
Expert System Software (20845)
Law Enforcement Software (20857)
Software, Microcomputer (Not Otherwise Classified) (20880)
Access Control Systems and Security Systems (68002)
Teleconference Systems, Audio/Video (To Include Video on Demand Systems) (84056)
Video and Audio Systems, Accessories and Parts (Closed Circuit TV) (Including Surveillance Type) (84084)
Video Systems Design - Architectural Services (90693)
COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) (20800)
POLICE AND PRISON EQUIPMENT AND SUPPLIES (68000)
TELEVISION EQUIPMENT AND ACCESSORIES (84000)
ARCHITECTURAL SERVICES, PROFESSIONAL (90600)

This solicitation reached over 400 vendors via the County Procurement website and as a result the Department received several inquiries regarding the solicitation.

At the close of the solicitation, the Department received only one proposal from Keyser Consulting Group, LLC. The Department moved forward to the evaluate the proposal received as the proposal that

was received was responsive to the specifications of the RFP. As such, following the County procurement policy, a committee-based evaluation process was utilized. Committee members included: Under Sheriff Alphonzo Albright (chair), Corporal Michell Condell, Corporal Karl Stammier Jr., Deputy Director County IT Al Perez and Project Manager County IT Mary Mahoney (the "selection committee"). The selection committee evaluated the Keyser Consulting Group, LLC proposal based several categories outlined within the RFP, including Contract Requirements and Proposed Solution; Vendor Profile: Organization, Capacity, Staffing, Resumes; Related Experience and Costs. Keyser Consulting Group, LLC received an average score of 93. The proposal received by Keyser Consulting Group, LLC was responsive to the specifications outlined in the RFP and the vendor excelled in its qualifications, prior experience and references.

In reviewing whether to re-issue or extent the solicitation, the Department considered that the low response may have been due to the small scale and correctional nature of the project. Although the RFP had a low response, based on the inquiries received, the wide breath of potential vendors targeted by County procurement, the responsiveness of the proposal/qualifications of the vendor and that the solicitation was conducted in a manner consistent with the County Procurement Policy, the Department did not deem it necessary to re-issue or further extent the solicitation. Accordingly, the Department advised the vendor of its intent to award the contract.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Keyser Consulting Group, LLC

Dated: 6/25/2019

Signed:

Print Name: Andy Keyser

Title: Vice President

APPENDIX D
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 Julie Keyser



Business address 29 West Broadway

City/state/zip Gettysburg, PA 17325

Telephone 717-549-3600

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 01 / 01 / 2009 Treasurer _____

Chairman of Board _____ Shareholder _____

Chief Exec. Officer _____ Secretary _____

Chief Financial Officer _____ Partner _____

Vice President _____

(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 67% Owner

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. Treasurer of Holiday Family Outreach, a non profit in Gettysburg, PA

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 X If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X 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 X 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 X 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, Julie Keyser, 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 2 day of July 2019

Commonwealth of Pennsylvania - Notary Seal
Cindy C. Smithson, Notary Public
Adams County
My commission expires January 11, 2022
Commission number 1322752

Cindy C. Smithson
Notary Public

Keyser Consulting Group
Name of submitting business

Julie Keyser
Print name

[Signature]
Signature

President
Title

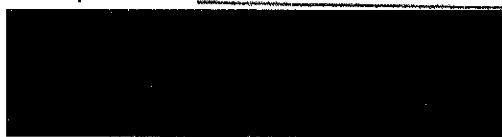
7 / 2 / 2019
Date

APPENDIX D
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 Andy Keyser



Business address 29 West Broadway

City/state/zip Gettysburg, PA 17325

Telephone 717-549-3600

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 01 / 01 / 2009 ____/____/____

(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 33% Owner

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. eData Experts, Inc in Mechanicsburg, PA - co Owner and Technokor, LLC - co Owner

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. Commonwealth of Pennsylvania has awarded eData Experts, Inc IT staffing positions

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

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

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ____ NO X 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 X If Yes, provide details for each such occurrence.

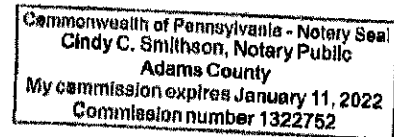
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation 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 X 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 X 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 X 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 X 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, ANDREW Keyser, 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 2 day of July 2019



Cindy C. Smithson
Notary Public

Keyser Consulting Group LLC
Name of submitting business

ANDREW Keyser
Print name

[Signature]
Signature

JP
Title

7 / 2 / 2019
Date

Appendix C
Business History Form

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

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

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

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

Date: 1/15/2019

1) Proposer's Legal Name: Keyser Consulting Group, LLC

2) Address of Place of Business: 29 West Broadway, Gettysburg, PA 17325

List all other business addresses used within last five years:
None

3) Mailing Address (if different): same as above

Phone: 717-549-3600

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 009830067

5) Federal I.D. Number: 205521205

6) The proposer is a (check one): Sole Proprietorship Partnership Corporation
Other (Describe) LLC filing as S Corp

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes No X 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 Conflicts Exist

(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 Conflicts Exist

(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 Conflicts Exist

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.

KCG, LLC maintains a high level of professional and ethical standards, should the County require additional information or audits in the future KCG, LLC will certainly comply

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

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

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

- B. Indicate number of years in business.

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

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

Company Berks County

Contact Person Justin Loose - CIO

Address 633 Court Street

City/State Reading, PA 19601

Telephone 610-478-6175

Fax # _____

E-Mail Address jloose@countyofberks.com

Company PA Department of Labor and Industry
Contact Person Rod Nichici
Address 651 Boas St
City/State Harrisburg, PA
Telephone 717-346-1409
Fax # _____
E-Mail Address rnichici@pa.gov

Company PA Department of Corrections
Contact Person Dustin Rhoads
Address 1920 Technology Parkway
City/State Mechanicsburg, PA 17050
Telephone 717-728-7722
Fax # _____
E-Mail Address durhoads@pa.gov

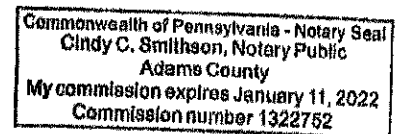
CERTIFICATION

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, ANDREW KEYSER, 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 2 day of July 2019

Cindy C. Smithson
Notary Public



Name of submitting business: Keyser Consulting Group, LLC

By: ANDREW KEYSER
Print name

[Signature]
Signature

VP
Title

7/2/2019
Date

4 APPENDIX B – PROPOSED APPROACH TO SCOPE OF WORK

This section is organized in the following manner:

1. KCG, LLC background, experience, and key personnel
2. Proposed solution to include;
 - a. Software
 - i. User Functionality
 - ii. Administrative Management Functionality
 - iii. Technical Requirements
 - b. Hardware
3. Maintenance and Support
4. Training

4.1 KCG Background, Experience, and Key Personnel

4.1.1 Background

Date of formation: January 1st, 2009

Principles: Julie Keyser - President 67% shareholder and Andy Keyser- VP 33% shareholder.

State of Incorporation: Pennsylvania

Number of Employees: 8

Annual Revenue: \$2,000,000 average past 3 years

KCG is a Pennsylvania based company that has been providing audio and video conferencing design, development, installation, and maintenance and support services since 2009. KCG focus on audio and video communications mainly providing solutions to Government, Education, and Medical verticals. KCG provides the following types of services; design, engineering, installation, maintenance and support for AV hardware and software. We also manufacture a number of hardware solutions, such as hardened cases and mounts for Video Conferencing equipment and provide software solutions around AV such as web based multi station control, room control, digital signatures, interpreter services, and web based scheduling for video conferencing that integrates with case management systems.

We have specialized in video conferencing systems to include rooms, infrastructure, and cloud based applications. We also provide voice systems to include phones, conference phones, and full blown audio conferencing systems. We provide a full line of products and services and have successfully delivered over 75 projects in 2018. These projects include simple room design to delivering 25 complex room systems across the Commonwealth of Pennsylvania, to implementing Video Visitation for the PA Department

of Corrections. The completed projects include installation and configuration of Polycom infrastructure to integrate with Skype for Business, Skype for Business room installations, and Video Visitation systems for clients such as Berks County and PA Department of Corrections.

We have worked with numerous local, county, and state agencies to provide equipment and services identified in this RFP. KCG, LLC is also a full service solution provider. KCG has software developers that are able to develop systems and integration designs that meet specific needs of our customers. For example, the 1st Judicial District of PA wanted to be able to take digital signatures over video, KCG, LLC developed an application in 2014 for them to do this saving them tens of thousands of dollars per week. This application is now available to other customers and can be installed on premise or in the Cloud.

KCG, LLC is the OEM for a number of hardware and software related products servicing the AV industry. These include hardened wall units for AV equipment, mounting brackets and stands for AV equipment, room control systems, digital signature solution for video conferencing, and scheduling software for video and audio individuals and rooms. KCG, LLC is also a Gold Level Certified Polycom reseller for video, infrastructure, and voice. KCG, LLC was awarded Polycom's 2016 Circle of Excellence Award for Workflow Integration in North America (the only firm in North America to achieve this award in 2016). We are also an authorized reseller of Sharp, LG, Samsung, Chief Manufacturing, Da-Lite, Zoom, Avteq, Harmon, ViewSonic and many others.

4.1.2 Experience

KCG, LLC has been providing AV systems to include hardware and software as well as maintenance and support since 2009 with an average of over \$2 million/year in revenues the past 3 years. Our experience includes system design, installation, maintenance, support, and training. We have successfully delivered projects in Pennsylvania, Maryland, New York, California, Nevada, Texas, Oklahoma, Arizona, Tennessee, Mississippi, and our hardened wall units and mounts have been sold globally. Our customers in PA include Labor and Industry, Corrections, State Police, General Services, State Employee Retirement System, Banking and Securities, Public Welfare – Children and Youth Services, JNET, Insurance, Revenue, PA Chief of Police Association, Region 13 Pennsylvania Emergency Management, Philadelphia Emergency Management, Software Engineering Institute at Carnegie Mellon University, Lake Erie College of Osteopathic Medicine, Allegheny County Courts, Cumberland County, Indiana County Emergency Management, Indiana County Courts, Westmoreland County Emergency Management, 1st Judicial District of PA, Delaware County Courts, Lycoming County, Erie County, Lehigh County, Adams County Courts, University of Pittsburgh Medical Center (UPMC), Intermediate Unit 13. In Maryland our customers include Department of Juvenile Services, Department of Public Safety and Correctional Services, Johns Hopkins Hospital System, Catholic Charities

of Maryland, in New York New York City Department of Probation, City University of New York (CUNY), United Nations and nationally - CoreCivic (private prison systems across US). Below is a sample list of relevant projects that demonstrate our experience:

Project Name	Location	Reference Contact Info	Description of Project
Berks County Video Visitation	Reading, PA	Justin Loose Chief Information Officer Information Systems Department County of Berks 633 Court Street, 12th Floor Reading, PA 19601 610-478-6175 JLoose@countyofberks.com	Implemented Video Visitation scheduling system for professional visitors for Berks County in Pennsylvania. The system integrates with their inmate case management system and provides a secure web site for professional users to schedule video conferencing appointments with inmates currently housed in the Berks County Correctional Facility. The system checks availability of the inmate, video conferencing equipment, requested time among other factors. Once an appointment is made the professional visitor receives an email and just needs to click on the link at the appropriate time. The Corrections Officers on each block have an electronic call out board and are alerted when an inmate is to be placed in front of a video conferencing unit. It has the same functionality proposed in this RFP.
1st Judicial District Digital Signing System	Philadelphia, PA	Gino Giacomucci 1st Judicial District of Pennsylvania The Juanita Kidd Stout Center for Criminal Justice 1301 Filbert Street Philadelphia, Pennsylvania, 19107 215-683-7095 Gino.Giacomucci@courts.phila.gov	Develop system to allow digital signing of documents by defendants at the Philadelphia Prison during video calls with the Courts at the Criminal Justice Center. Any document is available to be signed, workflow is included for case processing, scheduling of cases in any of the 14 courtrooms with video and electronic submission of forms directly to AOPC via web services are key features of the application. Signatures are captured from the defendant at the prison via signature pad and from the judge or others in the courtroom via touch enabled devices. KCG provided the secure enclosures, signature pads, and configuration of the Polycom units at the Philadelphia Prisons. KCG designed, installed, trained, and provided maintenance and support for the software and AV systems in 4 Courtrooms and the prison locations.
PA Corrections Video Visitation System	All SCIs across the Commonwealth	Rob Siebener 1920 Technology Parkway Mechanicsburg, PA 17050 Phone: 717.728.5366 rsiebener@pa.gov	Provided the design, software, Polycom products, secure wall units, training and maintenance and support for 156 video visitation units for PA Department of Corrections. The installation included the installation of media recording appliances, Polycom Infrastructure (DMA 7000, RPRM, and 2 RMX conference bridges) and software development and installation of scheduling and monitoring software which included the ability to live monitor both audio and video from any local video conference, software for the an officer at the visitor station to schedule, place and monitor calls from any visiting room system to any inmate system. Included the ability to call any unit in the PA DOC network, also include Active Directory integration and full security.

Project Name	Location	Reference Contact Info	Description of Project
CoreCivic (formerly Corrections Corporation of America)	San Diego CA - Pahrump, NV - Tutweiler, MS - Holdenville, OK Nashville, TN	Jim Erwin Senior AV Systems Engineer CoreCivic 615-263-6940 Jim.Erwin@CoreCivic.com	Install more than 80 Polycom Group 310 Video Conferencing units at maximum security prisons housing federal inmates. Included software for an officer at the visitor station to schedule, place and monitor calls from any visiting room system to any inmate system. Also provide maintenance and support for all of the systems to include the Polycom units, secure wall units, handsets, monitors, and related peripherals.
Maryland DPSCS	Baltimore, MD	Ray A. Lee Telecommunications Supervisor Information Technology & Communication Division Department of Public Safety and Correctional Services 1201 Reisterstown Road Pikesville, Maryland 21208 410-585-2980 Ray.Lee@maryland.gov	Implement Polycom infrastructure to include RPAD, RPRM, DMA, RMX, and Polycom's WebSuite software. This implementation included scheduling software for Maryland Department of Public Defenders to schedule video conferencing calls with with Department of Correctional Services
Maryland Courts Infrastructure	Annapolis, MD	Richard Rau Video Network Specialist Administrative Office of the Courts Judicial Information Systems 2661 Riva Road Building 900 Annapolis, MD 21401 410 260-3795 richard.rau@mdcourts.gov	Implement Polycom infrastructure to include RPAD, RPRM, DMA, RMX. This implementation included scheduling software for the individuals who schedule interpreters to schedule video conferencing calls with with remote Interpreters.
Philadelphia Family Courts	Philadelphia, PA	Terry Bigley Network Systems Administrator First Judicial District of Pennsylvania City Hall Rm 359 Philadelphia, PA 215-686-7746 terence.bigley@courts.phila.pa.gov	Implement Polycom infrastructure to include RPAD, RPRM, DMA, RMX, and Polycom's WebSuite software. This implementation included scheduling software for Courts to invite remote participants to court proceedings and join via Polycom's WebSuite. KCG continues to provide maintenance and support to Philadelphia Family Courts.

Project Name	Location	Reference Contact Info	Description of Project
DPW Juvenile Services	Multiple Centers across PA	Elizabeth Cvejkus Fiscal Management Specialist Department of Human Services Bureau of Juvenile Justice Services 8 Opportunity Drive Loysville, PA 17047 717.789.5549 ecvejkus@pa.gov	Installed room systems secured in cases housing Polycom Equipment and 60" monitors for the Bureau of Juvenile Services at 5 separate locations. Included configuration and installation of video firewall and training and best practices for video conferencing. KCG continues to provide maintenance and support for this customer.
Lehigh County Courts	Allentown PA	Kerry Turtzo Court Administrator Lehigh County (610) 782-3160 kerryturtzo@lehighcounty.org	Installed Polycom Video Conferencing systems with Barco Clickshare wireless presentation systems in 4 courtrooms for Lehigh County, project included installing Epson Projectors, Polycom Group 500 systems, integration with existing audio systems, Barco Clickshare CSE-200s, maintenance, support and training.
Region 13 Polycom Infrastructure, Maintenance and Support	Western PA	John Nicklin Deputy Director Mercer County Department of Public Safety 205 S. Erie Street Mercer, PA 16137 724-662-6100 Ext. 2441 jnicklin@mcc.co.mercer.pa.us	Implemented Polycom Infrastructure to include Video Border Proxy, RMX Bridges, Resource Manager, and DMA 7000, Install Polycom Codecs for Indiana and Westmoreland Counties. Provide maintenance and support for Region 13s 7 member counties to include the infrastructure and all Polycom Codecs.

Other customers include PA Department of Labor and Industry, Region 13 Pennsylvania Emergency Management, Maryland Department of Juvenile Services, Allegheny County Courts, Indiana County Emergency Management, Adams County Courts, University of Pittsburgh Medical Center (UPMC), Intermediate Unit 13, Johns Hopkins Hospital System, PA State Police, PA Chief of Police Association, New York City Department of Probation, City University of New York (CUNY), and the United Nations in New York City.

Domain Knowledge – Our Vice President (and proposed project manager) has been working in the Criminal Justice space for more than 28 years. He was formally the CIO for the PA Department of Corrections, involved in the formation of PA JNET, ran the Government practice in North America for a 100,000 IT consulting firm, and for the past 8 years has been providing and developing systems to numerous Government Agencies in Pennsylvania, Maryland, New York, California, and other locations.

Key clients of KCG include Administrative Office of Pennsylvania Courts, PA Corrections, New York City Department of Probation, 1st Judicial District of Philadelphia, Maryland Department of Public Safety and Correctional Services, Maryland Courts, CoreCivic (previously Corrections Corporation of America). Our lead engineer and developer has 18 years of experience in developing software for clients in the Criminal Justice system including clients such as the PA Department of Corrections, PA Board of Probation and Parole, 1st Judicial District of Pennsylvania, etc. Please see section 2.6.4 for a review of relevant projects including development of software utilizing Polycom APIs, configuration and installation of Polycom desktop, codec, and infrastructure products.

Software development and integration capabilities – KCG has developed a number of applications utilizing Polycom APIs to successfully develop applications to utilize audio and video communications. These applications include; digital signature solutions which allows defendants to electronically sign legal documents over video and electronically submit them to state repositories, ability for a Corrections Officer in charge of visitation to schedule and connect video visitation from a web based application from any available video conferencing unit to another all while allowing them to view and hear any call currently in progress, allow remote interpreters to control the audio in a room to either interpret directly to the room over video and audio or just to the defendant via wireless headsets, and several others that utilize Polycom APIs to endpoints and infrastructure products.

4.1.3 Key Personnel

Proposed Project Team Experience

Name (Project Role)	IT Experience in Years	Commonwealth of PA Experience in Years	Criminal Justice Experience in Years	Video Conferencing Experience in Years	Remarks
Andy Keyser (Project Executive)	28	28	28	10	Former CIO for PA DOC, has more than 10 years of experience in envisioning and deploying video based solutions and infrastructures for various customers and industries across USA
Ramana Kumar (Project Manager)	22	19	19	8	Former PM and Architect for PA DOC Web applications, designed and implemented multiple video based products for various customers across USA

Andy Keyser, will serve as Executive for this engagement. Mr. Keyser has significant understanding of the criminal justice system in Pennsylvania including previously serving as the CIO for the Pennsylvania Department of Corrections. He has significant experience in architecting and implementing Video conferencing solutions throughout USA using Polycom infrastructure. He also was an original steering committee member of JNET and worked on Justice related projects in PA, MN, WA, DC, AL, and NY. Mr. Keyser brings more than twenty eight years of proven success in both the public and private sector.

Ramana Kumar, will serve as the Project Manager for this engagement. Mr. Kumar has worked in Pennsylvania Government agencies since 1999. He brings experience from working on project at AOPC, Corrections, JNET, JCJC, and the Department of Education. He has led numerous projects from the PA DOC including a consulting engagement to define the DOC roadmap for Offender Management system. He is highly experienced in architecting and developing video based web solutions using Polycom infrastructure and APIs. He is known for his exceptional technical abilities and the capability to clearly demonstrate how technology enables the criminal justice business processes

Resumes of each individual proposed for this project are included in the **Appendix I** of this proposal.

4.2 Proposed Solution

This section presents the functional, technical and hardware features of the proposed Video Visitation Scheduler (VVS) system including the security and integration capabilities with existing case management system. This section is divided into the following three parts and each part illustrates the capabilities using flowcharts, screen shots of the proposed solutions and diagrams depicting the components of the solution.

- ✓ Software functionality
 - System Administrative functions
 - Video Visitation Scheduling Functionality
- ✓ Technical Architecture
- ✓ Hardware components

The following table lists the assumptions made while preparing the proposed functionality:

Assumptions
Professional user (Professional Visitor) is always associated with an organization / department
County Staff mentioned in this document are the authorized users of the system with appropriate access permissions to perform the tasks outlined
✓ User roles and access permissions will be analyzed during the initial implementation phases of the project

APPENDIX F

COUNTY OF NASSAU

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

1. Name of the Entity: Keyser Consulting Group, LLC
Address: 29 West Broadway
City, State and Zip Code: Gettysburg, PA 17325
2. Entity's Vendor Identification Number: 205521205
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):

Julie Keyser -	<div style="background-color: black; width: 300px; height: 20px;"></div>
Andy Keyser -	<div style="background-color: black; width: 300px; height: 20px;"></div>
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.

Julie Keyser -	<div style="background-color: black; width: 280px; height: 20px;"></div>
Andy Keyser -	<div style="background-color: black; width: 300px; height: 20px;"></div>

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

N/A

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

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

Dated: 1/15/2019

Signed: 

Print Name: Andy Keyser

Title: Vice President

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

APPENDIX G

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department") and (ii) Keyser Consulting Group, LLC, having its principal office at 29 West Broadway, Gettysburg, PA 173250 (the "Contractor").

WITNESSETH:

WHEREAS, the County requires video visitation system for professional visitors for the Department; and

WHEREAS, the County issued RFP # CC1220-1835 to solicit proposals for the Collaborative Justice Video Project; and

WHEREAS, the County awarded a contract to Contractor on June 20, 2019; 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 terminate three (3) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement. The Department may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods, at the Department's sole discretion for a total term of five (5) years.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of the provision of the necessary hardware/software to develop and maintain a system and schedule video visitation for visitors of inmates in the custody of the Nassau County Sheriff's Department more fully described in the attached Exhibit A (Statement of Work/Equipment List) (the "Services").

(b) Contractor shall not record or retain recordings of visitations subject to confidentiality and/or privileged communications such as attorney-client visits.

(c) Maintenance shall be provided pursuant to Exhibit C "License, Maintenance and Support Agreement" and payments for maintenance shall be according to Exhibit B schedule. Exhibit C shall survive the termination or expiration of this Agreement.

(d) Software license. Contractor shall provide a perpetual, non-exclusive, non-assignable, royalty free license for software provided pursuant to this Agreement.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including maintenance under this Agreement shall not exceed the sum of Thirty-eight Thousand One Hundred Thirty-six Dollars and 40/100 (\$38,136.40) (the "Maximum Amount"), which shall be payable in accordance with the payment schedule and fees outlines in Exhibit B.

(ii) Partial Encumbrance. The Contractor understands that only twenty-five thousand dollars and 00/100 (\$25,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Agreement by the Nassau County Comptroller.

(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, privacy laws, 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

7. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

(c) The Contractor shall restrict access to such reports, information, and data to persons who have a legitimate work related purpose to access such reports, information, or data. The Contractor agrees that it will instruct its employees and agents to maintain the confidentiality of any such reports, information, and data.

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

8. Ownership of Work Product.

Any reports, documents, data, photographs, deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

9. 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.

10. 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) Infringement Indemnification.

(i) The 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 infringement, violation or unauthorized use of any copyright, trade secrets, trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) 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.

(ii) In addition to the foregoing, if the use of any deliverable(s), items(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: (A) to procure for the County the right to continue using such deliverable(s), item(s) or part(s) thereof, as applicable; (B) to modify the deliverable(s), items(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (C) 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 (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; or (B) made without the Contractor's approval.

(iv) 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.

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

11. 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 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.

12. 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.

13. 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.

14. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

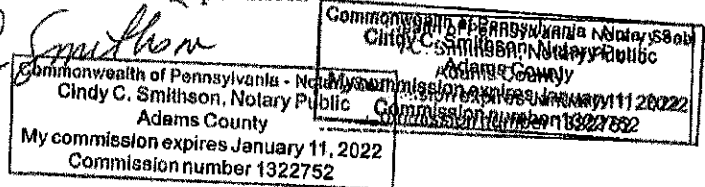
21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty 00/100 Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

~~STATE OF NEW YORK~~) State of PA
) ss.: County of Adams
~~COUNTY OF NASSAU~~)

On the 02 day of July in the year 2019 before me personally came Andrew Keyser to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Adams; that he or she is the VP of KCG 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

Cindy C. Smithson



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



MEMORANDUM OF UNDERSTANDING



**Between the Nassau County District Attorney
and the Nassau County Sheriff's Department
REGARDING
the establishment of secure communications facilities
at the Nassau County Correctional Center.**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) reflects and records a mutual understanding by and between the Office of the District Attorney, Nassau County, New York (hereinafter NCDA) and the Nassau County Sheriff's Department (hereinafter NCSD), regarding the establishment of secure communications facilities at the Nassau County Correctional Center (hereinafter NCCC).

A. Parties to the MOU

THE NCDA is the public office and seat of the Nassau County District Attorney, an elected constitutional officer with powers further enumerated by state statute. The District Attorney is ultimately responsible for all criminal and minor offense prosecutions that occur within the courts of Nassau County. The NCDA headquarters and principal base of operations is located at 262 Old Country Road, Mineola, New York 11501.

THE NCSD provides corrections services for Nassau County and enforces the mandates of the New York State courts. Pursuant to section 2003 of the Nassau County Charter, it is charged, by and through its Division of Correction, with, *inter alia*, care, custody and transportation of felons, misdemeanants, violators of local laws and all others committed to its charge, or held within the county for any cause in criminal proceedings. Its headquarters and principal base of operations is located at 100 Carman Avenue, East Meadow, New York 11554.

The NCDA and NCSD are the exclusive parties to this MOU (collectively the "Parties").

B. Basis and Scope of MOU

The Parties have a mutual interest in the enhancement of facilities at NCCC to better enable incarcerated persons (hereinafter IPs) to communicate with legal representation, treatment providers, social services personnel, government personnel, court personnel, and other authorized individuals and organizations. IPs can include defendants in criminal proceedings, defense witnesses to criminal proceedings, and prosecution witnesses to criminal proceedings (including crime victims). Applications for remote communications protocol with respect to IPs are far-ranging and not all will be discussed with particularity herein. The Parties agree that the creation of remote-communications facilities and protocols would be of interest to the criminal justice system, the government operations of Nassau County, and the IPs themselves.

On or about June 1, 2018, the NCSD submitted a detailed proposal (hereinafter Proposal) to the NCDA for the latter party's financing of "video visitation" facilities (hereinafter VVFs). In said proposal, the NCSD noted that NCCC receives in-person professional visitors from various County Government agencies and area law offices. NCSD further noted that these in-person

professional visitors presented security and logistical challenges for their systems, leading to increased risk and system inefficiency. The successful implementation of VVF platforms and protocols would improve speed, efficiency, and safety for NCCC, and has been endorsed by the judiciary and key stakeholders in Nassau County government.

Upon receipt and review of the proposal, the NCDA agreed upon an expenditure from its Community Partnership and Crime Prevention Fund (hereinafter CPCPF) of up to twenty-five thousand dollars (\$25,000) to support the NCSD VVF initiative. This sum was deemed to be sufficient for the NCSD to pilot a VVF program, establish a certain number of functional facilities, form protocols, evaluate staff requirements, and provide insight into further development. While there is much functionality possible from the NCSD VVF initiative, the NCDA grant is given with the expectation and understanding that it will first and foremost be utilized to hasten communications between IPs and their legal representation.

C. Term of MOU

The term of the MOU shall commence upon execution of this document by all Parties (the "Commencement Date") and expire on January 1, 2020 or until the date all obligations of the Parties have been completed, whichever is earlier, unless this MOU shall sooner terminate pursuant to any term or condition hereof or pursuant to law, however, in no event shall this MOU be extended beyond January 1, 2021. Any extension of the agreements or protocols contemplated by this MOU, beyond January 1, 2021, must be codified in a separately-executed document.

D. No Consideration

The agreements reflected by this MOU are deemed to be of mutual benefit to the Parties, without further ascribed cost or consideration. Accordingly, during the Term, except as otherwise provided in section E below, no Party will be required to transfer any assets or other remuneration to any other Party, whether by interfund, inter-departmental, or other budgetary transfer. Furthermore, none of the Parties hereto shall be required or importuned to make payments or other remuneration between themselves with respect to the law enforcement operations herein contemplated.

Nothing in this MOU alters, amends, or affects in any way the statutory authorities or obligations of the respective Parties. This MOU cannot be used to obligate or commit funds, as the basis for the transfer of funds, or as the basis for any enhanced budget request to come at the expense of any other Party. This MOU is not intended to, nor does it, create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by any person or party. This MOU neither expands nor is in derogation of those powers and authorities vested in the participating Parties by applicable law. This MOU does not confer any agency relationship between the respective Parties, nor does it make any one Party liable for the actions of another.

E. Roles and Responsibilities of the Parties

The NCDA shall provide up to twenty-five-thousand dollars (\$25,000) to the NCSD, on a reimbursement basis, for amounts actually-expended in connection with the VVF initiative as outlined in the Proposal (appended). The NCDA shall draw this sum from its CPCPF accounts and track expenditures, including payments to third-parties by the NCSD, to ensure compliance with the terms of this MOU. Payments and expense tracking shall be handled by and through the NCDA Department of Office Services, under the overall supervision of the NCDA Chief Administrative Officer and/or his designee.

The NCSD shall create and/or acquire a secure technological platform suitable for use by IPs for remote communications which may include software and/or equipment detailed in Section C (4) of the Proposal or substantially similar products to effectuate the VVF initiative. The NCSD shall construct and/or acquire physical space appropriate for private and secure use of this technological platform by IPs. The combination of the secure space and secure technology shall constitute a "VVF space." The NCSD shall develop a minimum of two (2) fully-functional VVF spaces within the term of this MOU. The NCSD shall remit billing associated with the acquisition, maintenance, or repair of the VVF-associated technological platforms and the acquisition, maintenance, or repair of the VVF-associated physical locations to the NCDA for reimbursement, subject to the aforesaid funding cap. Ancillary to the creation of VVF space, the NCSD shall develop protocols for IP use of said space, including but not limited to staff security, IP security, and scheduling.

Both Parties will seek to engage members of the Nassau County court system and the defense bar in the formulation of acceptable protocols where the rights or responsibilities of either such outside party is affected. Both Parties agree to meet periodically during the planning and implementation phases of this endeavor, in an effort to produce a final product of mutual trust and efficiency.

F. Communications and Contacts

Upon execution of this MOU, the Parties shall identify and select appropriate representatives for the purpose of keeping each other informed, in a timely manner, of issues, events, procedures, and routine policy determinations that are relevant to the performance of responsibilities under this MOU.

G. Modification

This MOU may be modified by the parties in writing in a manner not materially affecting the substance thereof. The MOU may not be altered or modified orally.

H. Applicable law

This MOU shall be governed, construed, applied and enforced in accordance with the laws of the State of New York, except where preempted by federal law.

I. Termination

This MOU may be terminated by any of the Parties after providing sixty (60) days advance written notice to the other Parties. However, in the event of cancellation, the NCDA shall not unreasonably withhold any outstanding monies for reimbursement for NCSD expenses if such expenses were already paid by NCSD, in good faith, in furtherance of the terms of this MOU.

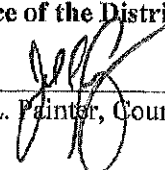
J. Statement of Mutual Interest

The Parties enter into this agreement in good faith and with mutual interest. The Parties have had the opportunity to review this MOU in its entirety and agree that the above agreements and covenants should be adopted for the benefit of IP communication, NCCC safety, and court system efficiency. Accordingly, the Parties shall make every reasonable effort to adhere to the representations of this MOU.

The undersigned represent and affirm that the signors have the power and authority to bind their respective agencies to the terms of this agreement.

AUTHORIZATIONS:

Office of the District Attorney, Nassau County

By: 
Jed L. Painter, Counsel to the District Attorney

Date 8/2/18

Nassau County Sheriff's Department

By: 
Alphonzo Albright, Commissioner, Corrections Division

Date 8/2/18

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's

Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the

County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

(Name)

Andy Keyser

(Address)

29 W Broadway, Gettysburg PA 17325

Number)

717-549-3600

(Telephone

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

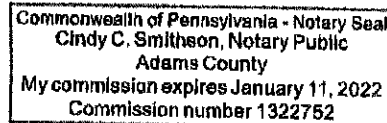
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 7/2/2019 [Signature]
Signature of Chief Executive Officer

Andrew Keyser
Name of Chief Executive Officer

Sworn to before me this

2 day of July, 2019.
Cindy C. Smithson
Notary Public





THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 26, 2019

Nassau County
Attn: Nassau County Correctional Center
100 CARMAN AVE
EAST MEADOW NY 11554-1160

Account Information:

Policy Holder Details :	KEYSER CONSULTING GROUP, LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2019

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

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

PRODUCER
PDM INSURANCE AGENCY INC
44411232
4050 LINCOLN WAY WEST
CHAMBERSBURG PA 17202

CONTACT NAME:

PHONE (866) 467-8730

(A/C, No, Ext):

FAX (888) 443-8112

(A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Twin City Fire Insurance Company

29459

INSURER B: Hartford Fire Insurance Company

19882

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
KEYSER CONSULTING GROUP, LLC
29 W BROADWAY
GETTYSBURG PA 17325-1202

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		44 SBA AI8691	09/13/2018	09/13/2019	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	X		44 SBA AI8691	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRE AUTOS						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB	X		44 SBA AI8691	09/13/2018	09/13/2019	EACH OCCURRENCE \$2,000,000
	RETENTION \$ 10,000						AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		44 WEC AA2CJ9	04/10/2019	04/10/2020	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E L EACH ACCIDENT \$100,000
							E L DISEASE - EA EMPLOYEE \$100,000
A	FAILSAFE MEGA TECHNOLOGY E OR O			44 SBA AI8691	09/13/2018	09/13/2019	E L DISEASE - POLICY LIMIT \$500,000
							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Nassau County is an additional insured per the Business Liability coverage form SS0008 attached to this policy.

CERTIFICATE HOLDER

Nassau County
Attn: Nassau County Correctional Center
100 CARMAN AVE
EAST MEADOW NY 11554-1160

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Suwan L. Castaneda



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 26, 2019

Nassau County
Attn: Nassau County Correctional Center
100 CARMAN AVE
EAST MEADOW NY 11554-1160

Account Information:

Policy Holder Details :	KEYSER CONSULTING GROUP, LLC
--------------------------------	---------------------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
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Phone: (866) 467-8730

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Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>KEYSER CONSULTING GROUP, LLC 29 W BROADWAY GETTYSBURG PA 17325-1202</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(717) 549-3600</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>20-5521205</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Attn: Nassau County Correctional Center 100 CARMAN AVE EAST MEADOW NY 11554-1160</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>44 WEC AA2CJ9</p> <p>3c. Policy effective period:</p> <p>04/10/2019 to 04/10/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  06/26/2019
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.