



E-43-20

**NIFS ID:CLTV20000001 Department: Traffic & Parking Violations**

**Capital:**

SERVICE: DATA PROCESSING AND SOFTWARE

Contract ID #:CQCW03000893

NIFS Entry Date: 27-JAN-20

Term: from 09-SEP-03 to 12-JAN-21

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>QUEST COMPUER PRODUCTS</b>	Vendor ID#: [REDACTED]
Address: 311 GADUSI LANE LOUDON, TENNESSEE 37774	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: DAVE RICH
Address: 16 COOPER STREET HEMPSTEAD, NY 11550
Phone: 516-572-2178

2020 JAN -2 A 11:27

## Routing Slip

Department	NIFS Entry: X	28-JAN-20 -- MSUMMERS
Department	NIFS Approval: X	28-JAN-20 -- MSUMMERS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	11-FEB-20 -- IQURESHI
OMB	NIFS Approval: X	28-JAN-20 -- SJACOB
County Atty.	Insurance Verification: X	29-JAN-20 -- AAMATO
County Atty.	Approval to Form: X	28-JAN-20 -- MMISRA
CPO	Approval: X	13-FEB-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>13-FEB-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>18-FEB-20 -- TFOX</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>28-FEB-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> THIS CONTRACTOR PROVIDES PROFESSIONAL AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT OF COMPUCOURT. THIS INCLUDES INTERFACING WITH NYSDMV, TRACS, AND OUR THIRD PARTY VENDORS COLLECTION SYSTEMS AS WELL AS TRACKING PAYMENT PROCESSING AMONG OTHER SERVICES
<b>Method of Procurement:</b> CONTRACTOR WAS ORIGINALLY SELECTED AS A RESULT OF A REQUEST FOR PROPOSAL IN 1994 TO DEVELOP, INSTALL AND MAINTAIN A COMPUTER SOFTWARE PACKAGE FOR THE ELECTRONIC TRACKING OF PARKING AND TRAFFIC TICKETS PROCESSED BY TPVA
<b>Procurement History:</b> THIS IS A PROPRIETARY SOFTWARE SYSTEM AND CONTRACTOR IS THE SOLE SOURCE VENDOR CONTRACTOR AND HAS BEEN PROVIDING SUCH SERVICES SINCE 1994. TPVA HAS AMENDED ANNUALLY FOR ENHANCEMENT SERVICES, ENHANCEMENT MADE ARE GENERALLY TO COMPLY WITH LEGAL MANDATES
<b>Description of General Provisions:</b> THE SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THE AGREEMENT MAY INCLUDE, BUT ARE NOT LIMITED TO, PROFESSIONAL DATA PROCESSING AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS SERVICES (HERINAFTER "SERVICES") AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT "COMPUCOURT" (HERINAFTER "SOFTWARE"). WHICH SOFTWARE HAS BEEN INSTALLED BY THE CONTRACTER.
<b>Impact on Funding / Price Analysis:</b> THIS AMENDMENT EXTENDS THE CONTRACT BY ONE YEAR THROUGH January 12,2021 THE MAXIMUM AMOUNT SHALL INCREASE BY \$75,000 FOR A NEW MAXIMUM OF \$2,622,848.50.
<b>Change in Contract from Prior Procurement:</b> +\$75,000
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	TVGEN1000DE505	\$ 75,000.00
Control:	TV	Contract:				\$ 0.00
Resp:	1000	County	\$ 75,000.00			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 75,000.00</b>		<b>TOTAL</b>	<b>\$ 75,000.00</b>
RENEWAL						
%						

Increase				
%				
Decrease				

RULES RESOLUTION NO.        – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC AND PARKING VIOLATIONS AGENCY (“TPVA”), AND QUEST COMPUTER PRODUCTS, INC. (“QUEST”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest in connection for enhancements and modification services for TPVA’s CompuCourt System , a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



## Nassau County Interim Finance Authority

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

**1. Vendor:** QUEST COMPUER PRODUCTS

**2. Dollar amount requiring NIFA approval:** \$75000

**Amount to be encumbered:** \$75000

This is a Amendment

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

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

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

**3. Contract Term:** 9/9/2003 1/12/2021

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

If yes, please explain: THIS IS A CURRENT CONTRACT

**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:**

THIS CONTRACTOR PROVIDES PROFESSIONAL AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT OF COMPUCOURT, AS MORE FULLY DESCRIBED IN THE CONTRACT "SCOPE OF SERVICE"

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## **AUTHORIZATION**

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

IQURESHI

11-FEB-20

**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.**

**LAURA CURRAN**  
**NASSAU COUNTY EXECUTIVE**



**DAVID RICH**  
**EXECUTIVE DIRECTOR**

**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**  
**16 COOPER STREET**  
**HEMPSTEAD, NEW YORK 11550**  
**(516) 572-2700**

***MEMO***

**TO: Robert Cleary**

**FROM: David Rich**  
**Executive Director, NCTPVA**

**DATE: March 2, 2020**

**SUBJECT: Sole Source Memo – Quest Computer Products, Inc. Amendment #18**

Term: 1/12/20-1/12/21

Contract ID: CQCW03000893

Quest Computer Products, Inc., was selected as the IT solution in response to a 1994 RFP. Since 2003, TPVA has been filing annual amendments for Quest Computer Products, Inc. as the Sole Source provider for enhancement services to the IT solution. Quest Computer Products, Inc. is the only vendor that can make the software changes. Most changes are made due to legislative mandate requirements.

If you have any questions or concerns, call me at 516-572-2178.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** QUEST COMPUTER PRODUCTS

**CONTRACTOR ADDRESS:** [REDACTED]

**FEDERAL TAX ID #:** [REDACTED]

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

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

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

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

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



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

The contract was originally executed by Nassau County on September 29, 2003 [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

1/27/20  
\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:

Peter Inglis

Dated: 01/23/2020 11:24:54 AM

Vendor: Quest Computer Products, Inc.

Title: President

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter Inglis  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US
- Business Address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Telephone: [REDACTED]
- Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>10/01/1984</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I own it.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

A partner in Quest Computer Products, LLC which is creating the successor software package to CompuCourt.

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.

Awarded a contract to produce the successor product to CompuCourt which will replace CompuCourt within 18 months.

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 an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter Inglis, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Inglis, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Quest Computer Products, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Peter Inglis

President

Title

01/23/2020 11:23:09 AM

Date



### Business History Form

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

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

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

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

Date: 01/23/2020

- 1) Proposer's Legal Name: Quest Computer Products, Inc.
- 2) Address of Place of Business: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: \_\_\_\_\_
- 3) Mailing Address (if different): [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: \_\_\_\_\_  
Phone: [REDACTED]  
Does the business own or rent its facilities? Own If other, please provide details: \_\_\_\_\_  
\_\_\_\_\_
- 4) Dun and Bradstreet number: none
- 5) Federal I.D. Number: [REDACTED]
- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_
- 8) Does this business control one or more other businesses?  
YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any  
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license  
held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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

17 Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict  
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may  
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau  
County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a  
conflict of interest in acting on behalf of Nassau County.

No conflict exists.

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

In the event that a potential conflict of interest is possible it will be brought to the attention of those responsible for investigating ethics matters.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

10/01/1984

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Peter Inglis

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Peter Inglis

*No officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

NC

- v) The number of employees in the firm;

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

1 File(s) Uploaded:

- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

34

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

Wrote, enhanced and maintained the CompuCourt case management software since first installed in 1995.

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 Village of Great Neck Plaza

Contact Person

Address

City

State/Province/Territory NY

Country

Telephone

Fax #

E-Mail Address

Company Village of Garden City

Contact Person

Address

City

State/Province/Territory NY

Country

Telephone

Fax #

E-Mail Address

Company Village of Rockville Centre

Contact Person

Address

City

State/Province/Territory NY

Country

Telephone

Fax #

E-Mail Address

I, Peter Inglis, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Inglis, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

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

Name of submitting business: Quest Computer Products, Inc.

Electronically signed and certified at the date and time indicated by:

Peter Inglis

President

Title

01/23/2020 11:12:49 AM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Quest Computer Products, Inc.

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

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

3. Type of Business: Public Corp (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):

*No principals have been attached to this form.*

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.

If none, explain.

Peter Inglis

[REDACTED]

*No shareholders, members, or partners have been attached to this form.*

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Electronically signed and certified at the date and time indicated by:

Peter Inglis [REDACTED]

Dated: 01/23/2020 11:27:51 AM

Title: 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.

## AMENDMENT #18

The Eighteenth AMENDMENT ("Eighteenth Amendment"), dated as of the date ("the Effective Date") that this Eighteenth Amendment is executed by (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 County Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Quest Computer Products, Inc., authorized to do business in New York, having its principal office at [REDACTED]

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County has available three (3) remaining one (1) year renewal options to renew maintenance and support services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Five Hundred Forty-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,547,848.50) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor mutually desire to exercise one (1) of the remaining options to renew by extending the Original Term and increasing the Maximum Amount.

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

1. **Renewal of Original Term.** The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Eighteenth Amendment (the "Amended Agreement"), shall be January 12, 2021.
2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Seventy-five Thousand Dollars (\$75,000) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement is Two Million Six Hundred Twenty-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,622,848.50).
3. **Full Force and Effect.** All the terms and conditions of the Original Agreement not expressly amended by this Eighteenth Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter J. Inglis  
Name: PETER J. INGLIS  
Title: PRESIDENT  
Date: 1/22/20

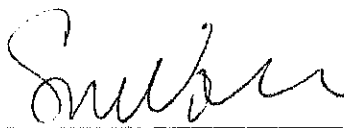
NASSAU COUNTY

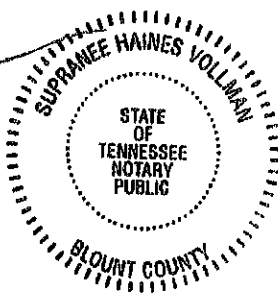
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW-YORK TN  
SS.:  
COUNTY OF-NASSAU London

On the 22 day of January in the year 2022 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of London; that he is the individual described herein and executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires  
August 22, 2023



STATE OF NEW YORK  
SS.:  
COUNTY OF NASSAU

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of \_\_\_\_\_; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above Instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Carriage Hill Insurance Agency 840 HIGHWAY 321 N Lenoir City TN 37771	<b>CONTACT NAME:</b> Bob Elliott <b>PHONE (A/C, No, Ext):</b> 866-988-3777 <b>FAX (A/C, No):</b> [REDACTED] <b>E-MAIL ADDRESS:</b> bob@carriagehillinsurance.com
<b>INSURED</b> Quest Computer Products Inc [REDACTED]	<b>QUESTCOM-01</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> The Phoenix Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 105533334

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8807K272957	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 500
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is additional insured with respect to General Liability per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau State of New York 1 West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Quest Computer Products, Inc.

- i Founded October 1, 1984 as a Subchapter S Corporation. In business for 35 years.
- ii Wholly owned by Peter L. Inglis who is the sole executive.
- iii Peter Inglis, the only officer, [REDACTED]
- iv State of Incorporation is North Carolina.
- v [REDACTED]
- vi [REDACTED]
- vii Quest Computer Products has offered software products to the municipal government market place for 33 years. Packages sold and supported are:
  - CompuCourt (Municipal Court Management)
  - ProTax (Property Tax Management)
  - Members Only Software (Recreation)
  - FirePro (Fire Departments)
  - Parking Permits Software
- VII CompuCourt was installed at the Nassau County Traffic and Parking Violations Agency in 1995 and has been in continuous operation for 23 years. Quest has supported this software since installation.
- VIII No state or local license is required to operate.

original  
initial

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of July 14, 2003 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA), having its principal office at 16 Cooper St., Hempstead, NY 11550, (the "Department"), and (ii) QUEST

COMPUTER PRODUCTS, INC. (the "Contractor"),

WITNESSETH:

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

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

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

1. Term. This Agreement shall commence on September 9, 2003, and terminate on August 31, 2004, provided, however, the County may, in its sole discretion, renew this agreement for two additional one year terms.

2. Services. a) The services to be provided by the Contractor under this Agreement may include, but are not limited to, professional data processing and related engineering services and software enhancement services (hereinafter "Services") as determined by the Department for the software product "CompuCourt" (hereinafter "Software"), which Software has been installed by the Contractor. More specifically, Contractor will develop programs for:

- i) The receipt of Internet and telephone credit and debit card payment, debit card payment via point of sale, and Internet access to CompuCourt;
- ii) Continued development of software for the electronic transfer of suspension data between the County and New York State Department of Motor Vehicle. Additionally, if a pilot program with New York State for the issuance of handheld traffic tickets begins during contract term, the development of necessary interface with New York State and the Department.

- i) Develop new reports and distribution reports for files associated with handheld violations and offender violations.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set their hands and seals this 14th day of July, 2003.

(b) Contractor must maintain software at a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release. Contractor shall install updates and/or improvements to the software that will perform as specified and that will not adversely affect performance or functionality of the Software. Contractor must notify the Department in advance of any modifications.

(c) County is required to provide a mutually agreed upon means of remote system access, usable by Contractor for problem diagnosis, updates and general support.

(d) Contractor shall not be responsible for the amelioration of any problem (i) caused by the County's modification of the Software, provided that such modification was made without the Contractor's approval or (ii) caused by the County's failure to follow documented procedures, which procedures have been provided by the Contractor to the County.

3. Payment. (a) 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").

(b) 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 by the tenth (10<sup>th</sup>) of the month.

(c) No Duplication of Payments. Payments for the work to be performed 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.

(d) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed one hundred thousand dollars (\$100,000) and shall be paid as follows: Contractor shall be reimbursed at the rate of one hundred and sixty five dollars (\$165.00) per hour for programming 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, be deemed a County employee, be deemed the County's, and organization, or the Contractor himself or herself or 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 the County of Santa Clara and its Department of Information Technology.



No Allegation of Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default in any way, contract 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. The Contractor shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, 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. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

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

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

(c) The County acknowledges that CompuCourt is a proprietary product and will not demonstrate the product or disclose documentation of functions or procedures unless a written authorization is received from the Contractor.

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

9. Warranty. The Contractor warrants and represents that the Software and any update or enhancement thereof, hereinafter "Deliverables", do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret, or other proprietary right of any third party. In the event of any third party claim against the County in respect of the Deliverables, the Contractor, at its option, shall either (i) obtain the right to use the Deliverables without obligation on the part of the County to the owner of the allegedly infringed intellectual property, or (ii) defend the Deliverables without material compromise to the functionality or performance of the Deliverables, or (iii) reimburse the County for the cost of defense or settlement of the claim. The Contractor shall not be liable for any damages or costs incurred by the County in connection with the defense or settlement of the claim.

use of infringing Deliverables and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence shall not be deemed to limit the County's rights under this Agreement. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with County's specific instructions

10. Insurance (a) Types and Amounts The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage

(b) 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 any action, or omit to take any action that would suspend or invalidate any of the required coverages.

11. Assignment; Amendment; Waiver; Subcontracting. (a) 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

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person, to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement, if the Contractor shall remain responsible for the full performance of all obligations under this Agreement and (ii) no amount payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor

12. 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. Where this Agreement is terminated as provided by this subparagraph, the Contractor shall make available to the County the source code for the purpose of supporting the product. The County may modify the source code as necessary. Nothing herein shall be deemed to be a transfer of ownership of the Contractor's Software.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, provided termination was not pursuant to subparagraph (a)(i) above, 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. Such actions shall include the transfer of the Department's data in the form of "flat files". The provisions of this Section shall survive the termination of this Agreement until such time as all termination related services are completed.

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

other governmental authority with jurisdiction over the provision of services, hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

15. Consent to Jurisdiction and Venue, Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved by the American Arbitration Association located in Nassau County, but if such venue is impossible then in New York City in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 140 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement or, in the absence of the Contractor, the address specified above for the Contractor or in each case it such other person or persons to whom shall be designated by the Contractor.

7. All Legal Provisions Deemed Included Reverability Supremacy. 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.

(a) 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.

(b) 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 set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of two hundred and fifty dollars (\$250.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

(b) Availability of Fund. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person, person, and fund appropriated or otherwise lawfully obtained for this Agreement, and (iii) the funds for this Agreement are from the state and not federal funds and the County has no obligation to fund from the state and not federal funds.

IN WITNESS WHEREOF, the County of Nassau has executed this Agreement as of the date first above written.

QUEST COMPUTER PRODUCTS, INC

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 8/26/03

NASSAU COUNTY

By: Helena E. Williams  
Name: Helena E. Williams  
Title: Deputy County Executive  
Date: 9/29/03

PLEASE EXECUTE IN BLUE INK.

STATE OF NEW YORK

IN

COUNTY OF NASSAU

On the 29 day of Sept. in the year 2003 before me personally came Helena E. Williams me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DEBORAH AUSTIN  
Notary Public, State of New York  
No. 30-4729801  
Qualified in Nassau County  
Commission Expires Feb. 28, 2007

NORTH CAROLINA  
STATE OF ~~NEW YORK~~  
Orange <sup>ISE</sup>  
COUNTY OF ~~NASSAU~~

On the 26 day of August in the year 2003 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Co., 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

Marcy C. Saunders  
Expires: Oct. 15, 2006

Amend  
#1

AMENDMENT NO. 1

AMENDMENT dated as of July 26, 2004 (together with the appendix and exhibit hereto, the "Amendment") between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), and (ii) on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as the "Department"), having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department") and (iii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 100-A Millmont Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to County contract number COCW0300892 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"), the Contractor performed certain services for the County in connection with professional data processing and related engineering services and software enhancement services, as determined by the Department for the software product which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 ("Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for services under the Original Agreement, as full compensation for the services, was One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the County and the Contractor desire to extend the Original Term, increase the Maximum Amount and modify the Service;

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

Term Extension. The Original Term shall be extended by six (6) months so that the termination date of the Original Agreement is amended by this Amendment. The "Amended Agreement" shall be March 31, 2005.

Maximum Amount. The maximum amount in the Original Agreement shall be increased to One Hundred Twenty Five Thousand Dollars (\$125,000.00). The maximum amount for the term shall be paid in three (3) equal installments of Eighty Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$83,333.33) on or before the first, second and third anniversary of the date of execution of this Amendment.



3. Services. The Services contained in the Original Agreement shall be amended to include, without limitation, engineering, design, enhancement and consulting services, including deliverables necessary to create an interface with the County's government application and to provide the ability for the electronic payment of parking and traffic tickets. These services and deliverables are more fully described in Exhibit A, which is attached hereto.

4. Compliance With Law. (a) The Contractor shall comply with any and all applicable Federal, State and local laws, including but not limited to those relating to conflict of interest, discrimination and disclosure of information in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix D and E attached hereto. 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.

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

AN AMENDMENT to the parties have executed this Amendment as of the date

QUEST COMPUTER PRODUCTS, INC.

By: 

Name: Michael D. Jones

Title: President

Date: 7/24/88

QUEST COMPUTER PRODUCTS

By: 

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

Title: Deputy County Executive

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

PLEASE DIRECT THE BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU

On the 11 day of March in the year 2001 before me personally came Robert J. Davis a male personally known, who, being duly sworn, did depose and say that he resides in the County of Nassau that he or she is the President of West Nassau a 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

James J. Collins

Exp. Dec 12, 2002

STATE OF NEW YORK

183.

COUNTY OF NASSAU

On the 11 day of March in the year 2001 before me personally came Robert J. Davis a male personally known, who, being duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

James J. Collins

JAMES J. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4981802  
Qualified in Nassau County  
Commission Expires Dec 12, 2002

11-4500  
RULES RESOLUTION NO. 2001

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT  
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC  
& PARKING VIOLATIONS AGENCY AND QUEST COMPUTER PRODUCTS

Passed by the Rules Committee  
Nassau County Legislature  
on 11/18/01  
YEAS 10 NAYS 0 ABSTAINED 0 RECUSSED 0  
Legislators present: 3

WHEREAS the County has negotiated an amendment to a personal services  
agreement with Quest Computer Products, Inc. for data processing, engineering and  
software enhancement services, a copy of which is on file with the Clerk of the  
Legislature; now, therefore be it

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

1922-23

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

WHEREAS, the term of the Original Agreement was from September 9, 2005 to March 31, 2008 with an option to renew for an additional one year term.

WHEREAS, the County and the Contractor desire to renew the Original Agreement of extending the Original Term and increasing the Maximum Amount;


1. Term Extension. The Original Term shall be extended by one year's, that the termination date of the Original Agreement as amended by this Amendment, the "Amended Agreement", shall be March 31, 2004.

[illegible]

in full force and effect. All the terms and conditions of the Original Agreement and its Amendment shall be deemed to be in full force and effect and govern the relationship of the parties to the terms of the Amended Agreement.

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

QUEST COMPTON PRODUCTS, INC.

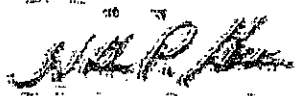
BY:   
Name: William F. Gies  
Title: President  
Date: 4/15/83

State of New York  
County of Nassau

I, William F. Gies, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPTON PRODUCTS, INC. on behalf of the N.Y. State Police Parking Violations

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Nassau County Legislature this \_\_\_\_\_ day of May 1983.

  
William F. Gies  
Clerk Nassau County Legislature  
Nassau County, N.Y.

QUEST COMPTON PRODUCTS, INC.

STATE OF NEW YORK

ss:

COUNTY OF NASSAU

On the 14 day of August in the year 2005 before me personally came Mr. [Signature] to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau that he or she is the Deputy County Executive of the County of Nassau 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

JOSEPH D. BERG  
Notary Public, State of New York  
No. 4742007  
Qualified in Nassau County  
Commission Expires Feb. 28, 2007

STATE OF NEW YORK

ss:

COUNTY OF NASSAU

On the 14 day of August in the year 2005 before me personally came Mr. [Signature] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau the municipal corporation described herein and which executed the above instrument and that he or she signed his or her name thereto pursuant to Section 201 of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES B. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881901  
Qualified in Nassau County  
Commission Expires Dec. 29, 2006

# AMENDMENT

WITNESSES:

[illegible]



and full force and effect. All the terms and conditions of the Original Agreement  
and its Amendments, in so far as they are not amended by this Amendment, shall remain in full force and  
effect and shall survive the termination of the parties' non-competition Agreement.

OLIVER COMPANY OF TRADICIS INC

1950-1951

# James DePaul

1990

1970-1971

73-2586T-1031N-5

75.

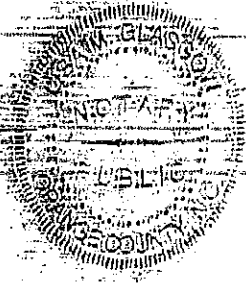
**“Name:**

DEPUTY COUNTY EXECUTIVE

11/24/2011

State of North Carolina  
 County of Orange  
 On this day of June, in the year 2007, before me personally  
 appeared James M. Galloway, a person personally known who, being by me duly sworn, did  
 depose and say that he or she resides in the County of Orange, that he or she is the  
President of Orange County Board of Commissioners, the corporation described  
 herein and which executed the above instrument, and that he or she signed his or her name  
 thereto in his or her capacity as the board of directors of said corporation.

Notary Public  
 State of North Carolina



James M. Galloway, Notary Public  
 Orange County, North Carolina  
 My Commission Expires 10/13/2012

STATE OF NEW YORK  
 COUNTY OF NASSAU

On the 17th day of June, in the year 2007, before me personally  
 appeared James M. Galloway, a person personally known who, being by me duly sworn, did  
 depose and say that he or she resides in the County of Nassau, that he or she is a  
 Deputy County Executive of the County of Nassau, the municipal corporation described  
 herein and which executed the above instrument, and that he or she signed his or her name  
 thereto pursuant to Section 207 of the County Government Law of Nassau County.

Notary Public

JAMES M. GALLOWAY  
 Notary Public, State of New York  
 No. 4831903  
 Qualified in Nassau County  
 Commission Expires Dec 24, 2012

RESOLUTION NO. 1200

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC  
AND PARKING VIOLATIONS AGENCY, AND QUEST COMPUTER PRODUCTS  
INC.

Passed by the Rules Committee

Nassau County Legislature

1996-1997 Session 11-17-96

NOTING

that the same has been read and approved

by the Legislature

WHEREAS, the County, acting on behalf of the Traffic and Parking Violations  
Agency, has negotiated an amendment to a personal services agreement with Quest  
Computer Products Inc. to provide professional law processes and related engineering  
services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature  
authorizes the County Executive to execute the said amendment to an agreement with  
Quest Computer Products Inc.



for and to the satisfaction of the parties hereto, the parties have entered into the following agreement:

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

QUEST COMPUTER PRODUCTS, INC.

Name: Michael J. [Signature]

Title: President

Date: Dec 7/77

By:

Name:

Title: Deputy Chief Executive

Date:

PLEASE PRINT IN BLUE INK

*[Heavily obscured and illegible text, likely a signature and notary seal area]*

STATE OF NEW YORK

IN SENATE

COUNTY OF NASSAU

On the 27th day of October in the year 2007 before me personally  
came Mr. David J. [illegible] to me personally known, who, being sworn duly sworn, did  
depose and say that he or she resides in the County of Nassau that he or she is a  
Deputy County Executive of the County of Nassau, the municipal corporation described  
herein and which executed the above instrument, and that he or she signed his or her name  
thereof pursuant to Section 201 of the County Government Law of Nassau County

James J. [illegible]  
NOTARY PUBLIC

JAMES J. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4811905  
Qualified in Nassau County  
Commission Expires Dec. 28, 2011

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Whereas the undersigned and the Contractor desire to renew the Original Agreement, and extend the Original Term so that the Contractor may perform the Services contemplated in the Original Agreement, until they have completed the performing such Services, and

WHEREAS, it is plain enough that the County agreed to reimburse the Contractor for services under the "General Services Act" compensation to the Services was Three Hundred Nine v Seven Thousand, Eight Hundred Dollars (\$37,900.00) the "Original Maximum Amount".

FROM: ATTORNEY GENERAL, in consideration of the provisions of a mutual government agreement  
 - EXHIBIT: Agreement on the practice of trade and collection

1. Term Extension. The Original Term shall be extended by one (1) year so the Original Agreement shall commence on December 2, 2002 and shall terminate on or before December 1, 2003 (the "Amended Term"). However, the County shall terminate the Original Agreement as amended by this Amendment upon thirty (30) days' notice.

1. Amendment with Law. (a) General. (i) Contractual and compliance with individual  
rights of privacy, protection and disclosure, including but not limited to those relating  
to collection, use, disclosure, retention, dissemination, and disposal of information, and vendor  
disclosure, information, and information disclosure, and the use of information.  
(ii) Contractual and compliance with individual rights of privacy, protection and disclosure,  
including but not limited to those relating to collection, use, disclosure, retention, dissemination,  
and disposal of information, and the use of information.

(b) The Subcontract for the Waterway, Pipeline, and Rail, was amended, the revised terms and conditions have been approved in writing by the Corps, and the Corps has approved the amendments to the Subcontract, the Contractor agrees as follows:

(c) Contradictory Example: With the above listed elements of the listing  
Wave, I was amended.

(d) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the Group. Contractions in the rights and obligations set forth in this Agreement shall be deemed a breach of the Group's obligations hereunder within thirty days or receipt of notice of breach from the Group. It is agreed that such breaches, upon notice to the Group, may terminate this Agreement, as well as exercise any other rights available to the Group under applicable law.

11. It shall be an ongoing obligation of the Contractor to inform the County of any and all changes in its compliance status with the compliance standards provided to the County any information necessary to maintain the certification's accuracy.

(c) Records Access: The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance or administration of the contract or as required by law. The Contractor acknowledges that Government Information in the Contractor's possession may be subject to the Freedom of Information Act, 5 U.S.C. 552, and any other Federal or State Freedom of Information law or policy. In the event that such a request for disclosure is made, the Contractor shall make reasonable efforts to notify the Contractor as soon as possible prior to disclosure of the information so that the Contractor may take such action as it deems appropriate.

attest my hand and official seal this 11th day of December, 1964.



RECEIVED BY THE OFFICE OF THE ATTORNEY GENERAL  
ON 10/10/77  
IN THE MATTER OF THE ESTATE OF JAMES EARL RAY, JR.  
ADMINISTRATIVE

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK  
JAMES EARL RAY, JR.  
DECEASED  
BY WILL  
JAMES EARL RAY, JR.  
DECEASED  
BY WILL

MISSISSIPPI COUNTY

James Earl Ray, Jr.  
Name  
Title  
Date

PLEASE EXECUTE IN BLUE INK

10/10/77  
JAMES EARL RAY, JR.  
DECEASED  
BY WILL



Contractor Name: [Illegible]  
Contract Number: [Illegible]  
Contract Value: [Illegible]  
Contract Start Date: [Illegible]  
Contract End Date: [Illegible]

Name: [Illegible]  
Address: [Illegible]  
City: [Illegible]  
State: [Illegible]  
Zip: [Illegible]  
Phone: [Illegible]

The contractor is required to comply with the Massachusetts  
Department of Labor's regulations regarding the payment of  
wages to workers. The contractor is required to submit  
proof of payment to the Department of Labor on a regular  
basis. The contractor is also required to maintain accurate  
records of all wages paid to workers.

The contractor is also required to comply with the  
Massachusetts Department of Labor's regulations regarding  
the payment of benefits to workers. The contractor is  
required to submit proof of payment to the Department of  
Labor on a regular basis. The contractor is also required  
to maintain accurate records of all benefits paid to  
workers.

**Krediet kan een vorm van afgeleide worden**

The Corporation will not be liable for any claims or damages arising from the use of this information.

[illegible][illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

CONFIDENTIAL

11-11-1964

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*[Faint, mostly illegible handwritten notes and stamps at the bottom of the page.]*

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and I have agreed to permit the release of your letter and the events and records of my

[illegible]

100-443887-100

Any statement or representation made therein shall be

and/or basis - to date - state below.

10-10-68

100-443886-100

Signature of Chairman: \_\_\_\_\_

*[Handwritten signature]*

NAME OF OFFER: Executive Compensation

*[Faint, illegible handwritten notes]*

[illegible]

before this

REV. 01/2005

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Small's Journal

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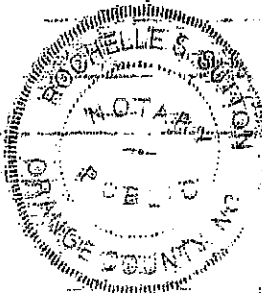
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1<sup>st</sup> day of September 2005

## Notary Public



405540Z - 29 DEC 1964

#### AMENDMENT # 6

AMENDMENT, dated as of November 24, 2008 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor")

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 and amended on July 20, 2004, on April 4, 2005, and on May 30, 2006, March 31, 2007, and December 28, 2007, ("Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to terminate on December 31, 2008 (the "Original Term");

WHEREAS; the County and the Contractor desire to extend the Original Agreement in order to assure continued service until a new vendor is in operation;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred, Forty Seven Thousand, Eight Hundred Dollars (\$447,800.00); and

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

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Sixth Amendment (the "Amended Agreement"), shall be on or before December 31, 2009.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars (\$522,800.00).
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

FROM : Quest Computer Products Inc. PHONE NO : 918 544 5590  
DEC-01-2008 12:37 PM FROM: DCPA 515-572-3650  
NEW-04-2008 12:50 COUNTY ATTORNEY

Dec 01 2008 04:07PM PJ  
70-915133445590 0-3-2  
68530 F.062

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Ingels  
Name: Peter Ingels  
Title: President  
Date: \_\_\_\_\_

NASSAU COUNTY

By: Thomas X. R.  
Name: Thomas X. R.  
Title: Deputy County Executive  
Date: Dec 15/2

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.

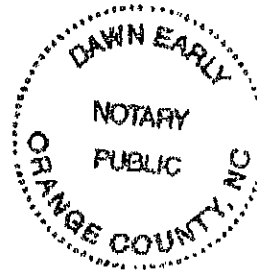
COUNTY OF NASSAU)

On the 25 day of Nov in the year 2008 before me personally came  
Peter Inglis to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Orange; that he or she is the  
President of Quest Computer Products 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

X

Dawn Early  
NOTARY PUBLIC

My Commission Expires May 22, 2013



STATE OF NEW YORK)

)ss.

COUNTY OF NASSAU)

On the 15 day of Jan in the year 2007 before me personally came  
E.X. Ryan to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is a Deputy  
County Executive of the County of Nassau, the municipal corporation described herein and  
which executed the above instrument; and that he or she signed his or her name thereto pursuant  
to Section 205 of the County Government Law of Nassau County.

James G. Collins  
NOTARY PUBLIC

JAMES G. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4381903  
Qualified in Nassau County  
My Commission Expires Dec. 29, 2013

### AMENDMENT # 7

AMENDMENT, dated as of June 17, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008 and January 15, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement and Amendments;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars (\$522,800.00); and

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

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Fifty Thousand Dollars (\$50,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Seventy-Two Thousand, Eight Hundred Dollars (\$572,800.00).
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.



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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 7/2/09

NASSAU COUNTY

By: Francis J. Ryan  
Name: FRANCIS J. RYAN  
Title: Deputy County Executive  
Date: August 20, 2009

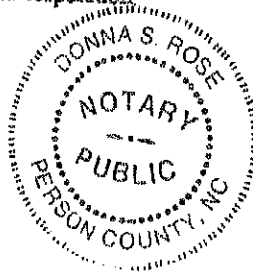
PLEASE EXECUTE IN BLUE INK

STATE OF North Carolina  
~~NEW YORK~~ ) ss:

COUNTY OF Orange  
~~NASSAU~~ ) ss:

On the 2 day of July in the year 2009 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Long Term Bonds, 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.

Donna S. Rose  
NOTARY PUBLIC

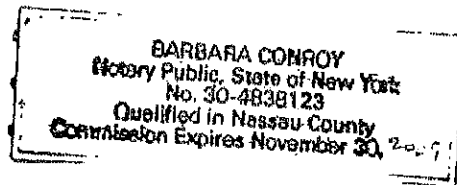


STATE OF NEW YORK)

) ss.:  
COUNTY OF NASSAU)

On the 25 day of August in the year 2007 before me personally came FRANCIS X RYAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Barbara Conroy  
NOTARY PUBLIC



### AMENDMENT # 8

AMENDMENT, dated as of November 19, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, January 15, 2009 and August 25, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 with the county, in its sole discretion, having an option to renew for two additional one year terms. The county exercised that option on August 30, 2004, for an additional seven (7) month term to March 31, 2005 and for an additional one (1) year term to March 31, 2006 on May 17, 2005; and then again for another one (1) year term terminating on March 31, 2007. Thereafter, it became necessary to renew for an additional nine months terminating on December 31, 2007 and again for another one (1) year term to December 31, 2008 in order to bridge the gap in time as a new RFP was being issued. A proposal has been accepted and negotiations regarding requirements are in process with TPVA, the Information Technology Department and the new vendor; thus it became necessary to renew this contract for an additional year on January 15, 2009, terminating on December 31, 2009. However, although the contract with the vendor, New Dawn has been approved, it is necessary to renew this contract for an additional eighteen months through June 30, 2011, with an option to terminate on thirty (30) days written notice as the new vendor is not in place and without this contract TPVA will be non-operational

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term to continue to bridge this gap until a new vendor is in operation.

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Thirty-Five Thousand, Forty-Three Dollars and Fifty Cents (\$535,043.50), and

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

1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Eighth Amendment (the "Amended Agreement") shall be on or before June 30, 2011. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Ten Thousand, Forty-Three Dollars and Fifty Cents (\$610,043.50).
3. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Ingolia  
Name: Peter Ingolia  
Title: President  
Date: 11/19/2008

NASSAU COUNTY

By: [Signature]  
Name: [Signature]  
Title: Deputy County Executive  
Date: Dec 22, 2008

PLEASE EXECUTE IN BLUE INK

*North Carolina*  
STATE OF NEW YORK  
*of Orange Co.*  
COUNTY OF NASSAU

On the 19 day of NOV in the year 2007 before me personally came  
Per-en English to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Orange NC; that he or she is the  
President of Quest Computer Prod 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.

Frances J. Long  
NOTARY PUBLIC  
FRANCES J. LONG  
NOTARY  
PUBLIC  
PERSON COUNTY, NC

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

On the 22 day of Dec. in the year 2007 before me personally came  
Ex. Ryan to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is a Deputy  
County Executive of the County of Nassau, the municipal corporation described herein and  
which executed the above instrument; and that he or she signed his or her name thereto pursuant  
to Section 205 of the County Government Law of Nassau County.

Jan D. Collier

NOTARY PUBLIC

Jan D. Collier  
Notary Public  
State of New York  
11003  
Nassau County

### AMENDMENT # 9

AMENDMENT, dated as of March 28, 2011 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009 and December 22, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, as amended, the original Agreement is scheduled to expire on June 30, 2011;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as an interim measure to bridge the gap until our replacement system, currently being customized, is fully implemented and operational;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Seventy-Five Thousand, Forty-Three Dollars and Fifty Cents (\$575,043.50); and

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

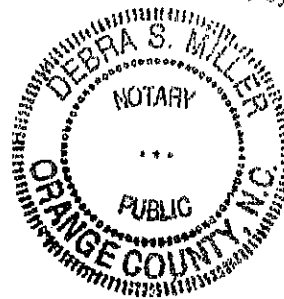
1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Ninth Amendment (the "Amended Agreement"). shall be on or before December 31, 2012. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents (\$650,043.50).

NORTH CAROLINA  
STATE OF NEW YORK)  
)ss.:  
COUNTY OF NASSAU)  
ORANGE

On the 29<sup>th</sup> day of March in the year 2001 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford, that he or she is the President of Quest Computer products 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.

Debra S. Miller  
NOTARY PUBLIC

My Commission expires: April 28 2013



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

On the 20<sup>th</sup> day of July in the year 2001 before me personally came Richard R. Wallace to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen R. Pennica  
NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO 01PE6170832  
EXPIRES 7/23/2005

### AMENDMENT # 10

AMENDMENT, dated as of July 13, 2012 (together with the appendix and exhibits hereto, this "Amendment"). between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009 and July 20, 2011, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.:

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents (\$650,043.50); and

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

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Seven Hundred, Twenty-Five Thousand, Forty-Three Dollars and Fifty Cents (\$725,043.50).
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.



STATE OF NEW YORK)

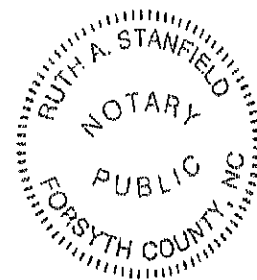
)ss.

COUNTY OF NASSAU)

On the 17 day of OCTOBER in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Deputy County Executive of NASSAU COUNTY 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.

Ruth A. Stanfield  
NOTARY PUBLIC

My Commission Expires May 1, 2016



STATE OF NEW YORK)

)ss.

COUNTY OF NASSAU)

On the 17 day of OCTOBER in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

### AMENDMENT # 11

AMENDMENT, dated as of October 24, 2012 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 807 Westbourne Grove Cl., Colfax, North Carolina 27235 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011 and October 20, 2012 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, as amended, the original Agreement is scheduled to expire on December 31, 2012;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as a result of the decision to terminate the New Dawn Project (replacement software system), we wish to continue support for this application under the current terms; and

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

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Eleventh Amendment (the "Amended Agreement"), shall be on or before December 31, 2013. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 10/25/12

NASSAU COUNTY

By: Richard R. Miller  
Name: Richard R. Miller  
Title: County Executive  
Date: 11/4/12

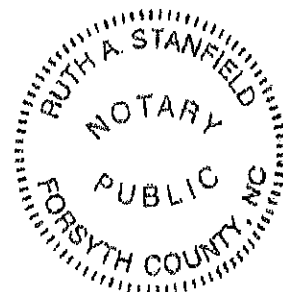
PLEASE EXECUTE IN BLUE INK

STATE OF NC  
 )ss.:  
COUNTY OF Forsyth

On the 25<sup>th</sup> day of October in the year 2012 before me personally came Robert Ingalls to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Graham; that he or she is the President of Quest Computer Products 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.

Ruth A. Stanfield  
NOTARY PUBLIC

My Commission Expires May 01, 2016



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

On the 14 day of January in the year 2012 before me personally came Richard K. Whelan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01P68258026  
Qualified in Nassau County  
Commission Expires April 03, 2016

2 Services. The services to be provided by the Contractor under this Agreement shall consist of the upgrade, enhancement and red light camera integration of the CompuCourt software (the "System") for the office of the Nassau County Traffic and Parking Violations Agency (TPVA). Such services are more fully described and itemized in the SOW. Such Services shall include deliverables ("Deliverables") as defined in the attached SOW, and shall also include annual maintenance and technical support. The Contractor shall have the right to promptly cure any defects with regard to any Deliverable within a commercially reasonable time to ensure continued and uninterrupted service. This right to cure shall survive the termination of the contract. In the event of a conflict between this Agreement and the SOW, this Agreement shall control. The responsibilities, resources, and Equipment required to support the SOW is attached hereto as Appendix B.

3. Payment. (a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Five Hundred Twenty-Two Thousand Eight Hundred Five and 00/100 Dollars (\$1,522,805.00), so that the maximum amount that the County shall pay the Contractor as full consideration for all Services, inclusive of subsequent optional maintenance and support, provided under this Amended Agreement ("Amended Agreement") shall not exceed Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,247,848.50) for the term of the Original Agreement (the "Amended Maximum Amount")

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

<b>Annual Maintenance Cost</b>	<b>\$ 127,000.00</b>
<b>Year 1 Encumbrance</b>	<b>\$1,739,848.50</b>
<b>Year 2 Encumbrance</b>	<b>\$1,866,848.50</b>
<b>Year 3 Encumbrance</b>	<b>\$1,993,848.50</b>
<b>Year 4 Encumbrance</b>	<b>\$2,120,848.50</b>
<b>Year 5 Encumbrance</b>	<b>\$2,247,848.50</b>

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50)

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50)

(d) Schedule of Software License, Maintenance, and Service Fees. The Software License Fees, Maintenance Fees, and Service Fees are itemized as follows:

### AMENDMENT # 12

THIS AMENDMENT, dated as of August 15, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc. having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor")

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012 and January 14, 2013 (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, is from September 9, 2003 until December 31, 2013 (the "Original Term"); and

WHEREAS, the maximum amount, as amended, that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Twenty Five Thousand Forty-Three and 50/100 Dollars (\$725,043.50) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

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

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW" ) attached hereto as Appendix A, or for a period of two (2) years from the execution of this amendment, whichever is sooner, unless terminated sooner in accordance with the provisions of the Original Agreement. Notwithstanding the foregoing, the County may at its option and in its sole discretion, renew the Agreement for maintenance and support services on an annual basis for up to five (5) one year periods under the same terms and conditions in accordance with the provisions of the Original Agreement and this Amendment (the "Agreement")

(i) Software License Fees

Software License Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
OAS Application Server (includes .NET Data Provider, JAVA connectors, SSRS connection) & DesignBals Developer & OAS Application Server	OAS software installation	First 50% of OAS Software License Fee	\$80,000.00
	Delivery and Acceptance of Phase II Deliverables	Second 50% of OAS Software License Fee	\$80,000.00
Total: OAS Software License Fee			\$160,000.00

(ii) Maintenance Fees

Maintenance Fee Schedule			
DESCRIPTION	DUE DATE	FEE DESCRIPTION	LICENSE FEES
Annual Maintenance & Upgraded CompuCourt Annual Maintenance	Delivery and Acceptance of Phase II Deliverables	OAS Application Server Annual Maintenance	\$32,000.00
	CompuCourt Maintenance will be maintained throughout the project and renewed annually	Upgraded CompuCourt Annual Maintenance	\$95,000.00
Total: Annual Maintenance			\$127,000.00

a. Annual maintenance includes technical support, bug fixes and product releases. Product releases include updates to the products that are made available for general release.

b. CompuCourt maintenance begins on April 1 each year and ends on March 31 of the following year (current CompuCourt maintenance in the amount of \$85,533.87 has already been paid by the County and received by the Contractor pursuant to contract CNTEGST37111 for the period commencing on 04/01/2013 and ends on 03/31/2014).

c. CompuCourt maintenance will be paid out of contract CNTEGST37111 until completion of the services ("Go-Live") defined in the SOW.

d. After Go-Live, the CompuCourt annual maintenance fee will be \$95,000 per year.

e The OAS Application Server Annual Maintenance may be prorated to co-term with the CompuCourt annual maintenance

(iii) Service Fees

CompuCourt Upgrade Deliverables Phase I Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
CompuCourt Upgrade Phase I	Commencement of Phase I	40% of Service Fees for Phase I	\$50,600.00
	Delivery of Phase I (a working staging mechanism based on the transaction logger file and data loading into Oracle)	30 % of Service Fees for Phase I	\$37,950.00
	Acceptance of Phase I Deliverables by Client	30 % of Service Fees for Phase I	\$37,950.00
	Total: CompuCourt Upgrade Phase I		\$126,600.00

a. CompuCourt Data Conversion to Oracle Server: All data files normalized.

CompuCourt Upgrade Deliverables Phase II Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
CompuCourt Upgrade Phase II	Commencement of Phase II	25% of Service Fees for Phase II	\$89,375.00
	Delivery of Phase II (all CompuCourt programs converted to OAS / Oracle RDBMS eliminating the need for UniVerse, all CompuCourt legacy screens converted to browser screens & Section I, Phase II Enhancements)	50% of Service Fees for Phase II	\$178,750.00
	Acceptance of Phase II Deliverables by Client	25% of Service Fees for Phase II	\$89,375.00
	Total: CompuCourt Upgrade Phase II		\$357,500.00

a. Re-design and development of CompuCourt to browser screens

b. CompuCourt Application Programs Conversion to Oracle



- c Mixed Currency Enhancement.
- d. System Security Enhancements

	<b>Total: CompuCourt Upgrade Phases I &amp; II</b>	<b>\$484,000.00</b>
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<b>CompuCourt Enhancement Deliverables Service Fee Schedule</b>			
<b>DESCRIPTION</b>	<b>DUE DATE</b>	<b>% OF FEE / FEE DESCRIPTION</b>	<b>LICENSE FEES</b>
<b>CompuCourt Enhancement Deliverables</b>	Commencement of CompuCourt Enhancement Deliverable SOW	25% of Service Fees	\$51,826.25
	Delivery of CompuCourt Enhancement Deliverables SOW Deliverables	50% of Service Fees	\$103,652.50
	Acceptance by County of CompuCourt Enhancement Deliverables SOW Deliverables	25% of Service Fees	\$51,826.25
	<b>Total: CompuCourt Enhancement Deliverables</b>		<b>\$207,305.00</b>

- a Listed below is a breakdown of the CompuCourt enhancements and the fee for each:

<b>DESCRIPTION</b>	<b>FEE</b>
Customer Self Service	\$19,200
Default Judgments	\$11,200
Tiered Fines	\$7,200
CompuCourt Reports & Letters Conversions	
• 8 Standard CompuCourt Reports	\$23,480
• CompuCourt Letters	\$12,800
• Batch Letters	\$8,250
Parameter Driven Event	\$4,800
Bar Code on all Letters	\$5,600
Automated Scan & Eliminate Need for Calendar Sheets	\$51,200
Address History	\$12,375
Court Calendars	\$51,200
<b>Total Services for CompuCourt Enhancement Deliverables</b>	<b>\$207,305</b>

Red Light Camera Integration Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
Red Light Camera Integration	Commencement of Red Light Camera Integration SOW	25% of Service Fees	\$9,125.00
	Delivery of Red Light Camera Integration SOW Deliverables	50% of Service Fees	\$18,250.00
	Acceptance by County of Red Light Camera Integration SOW Deliverables	25% of Service Fees	\$9,125.00
	Total: Red Light Camera Integration		\$36,500.00

Total: All Service Fees (CompuCourt Upgrade Deliverables, CompuCourt Enhancement Deliverables & Red Light Camera Integration)	\$727,805.00
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(e) Encumbrance. The Contractor understands that only Eight Hundred Eighty-Seven Thousand Eight Hundred Five Dollars (\$887,805.00) is encumbered at this time under this Amendment for Services so that the total encumbrance against the Maximum Amount shall be One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50) (the "Amended Encumbered Amount"). The Amended Encumbered Amount shall be paid in accordance with the completion of deliverables as set forth in the SOW attached hereto as Appendix A. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the County Comptroller.

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

4. Project Managers / Liaisons. Both parties shall assign a staff member to serve as the Project Manager/Liaison, who shall be the primary point of operational contact for this Agreement. The Project Managers will answer technical and analytical questions and will provide all required project approvals within their reasonable control.

5. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best

interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project

6. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the continued installation and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its proprietary software, the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said proprietary software, at no expense to the County

7. Subcontracting.

(a) Due to the complexity of upgrades and enhancements to the System, the following subcontractors have been pre- approved by the County and shall act as Contractor Agents for the provision of certain Services under this Agreement:

- (i) Onsystem  
2002 Summit Blvd  
Suite 300  
Atlanta, GA 30319

Onsystem--As a Contractor Agent, subcontractor will use the CompuCourt business rules and logic to provide a foundation to upgrade to a commercial web application using the Onsystem Application Server (OAS) suite. Quest uses the Onsystem tools package to extend the multi-value language to run with more current technologies allowing the County's Upgraded CompuCourt application to reside on the County's Oracle system providing full integration to recognized languages such as .NET and JAVA, Business Intelligent tools and other County Oracle and SQL applications.

- (ii) Auctor Corporation  
9225 Priority Way West Drive  
Suite 390  
Indianapolis, IN 46240

Auctor Corporation – As a Contractor Agent, this subcontractor will work under the direction of Quest to assist in the upgrade of CompuCourt program modules to a browser based CompuCourt application that will be converted from the UniVerse legacy environment to the County standard Oracle Relational Database Management System. They will provide application analyst expertise and additional programming resources to Quest.

(b) The Services provided by the Contractor Agents will commence upon execution of this amendment. As Contractor Agents, Onsystem and Auctor Corporation shall be compensated directly by the Contractor.

(c) Notwithstanding the above provision, the Contractor shall not further subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

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

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

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

(g) 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.

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

8. Inspection of Services. All Services shall be subject to inspection by the County to the extent practicable at any reasonable time and place. Any inspection by the County shall be performed in such a manner as not to unduly delay performance of Services.

9. Protection of Proprietary Information. (a) The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary information of the other party ("Proprietary Information"). Each party agrees to use the Proprietary Information of the other party solely for the purposes of this Agreement, and will not disclose such Proprietary Information to any third party without the other party's consent. Each party shall maintain the Proprietary Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary information, but in no event less than a reasonable degree of care. Provided that the receiving party shall have met the foregoing standard of care.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third

party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Proprietary Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Proprietary Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

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

10. Warranties. The Contractor hereby warrants the following.

(a) The County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.

(b) Project Personnel. All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of the Contractor or, if applicable, the Contractor Agents or Contractor's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

(c) Media Defects. The media on which the licensed software is provided shall, at the time of delivery and installation, be free of defects in material and workmanship.

(d) Pass-Through of Warranties. The Contractor hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to the County.

(e) Free and Clear Title. The Contractor has free and clear title (including all proprietary rights) to any property licensed hereunder (other than embedded third-party software) and that it has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Contractor shall not create or permit the creation of any lien, encumbrance, or security interest in any product sold, rented, leased, or licensed hereunder. The Contractor represents and warrants that, to its knowledge, as advised by counsel, the licensed software, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

(f) The warranties set forth herein shall survive any termination of this Agreement in accordance with the stated warranty term(s).

11. System License.

(a) Use License. Upon (i) delivery by the Contractor of the System in accordance with this Agreement and (ii) acceptance by the County and payment therefor, the Contractor hereby grants to the County a license to use the System (including, without limitation, all modules delivered and installed by the Contractor) and

accepted and paid for by the County) for the County's internal use, subject to the restrictions on use set forth herein. Upon delivery of all project milestones by the Contractor, and acceptance of all project milestones and payment of all license fees to the Contractor by the County, the Contractor's license granted herein shall be inclusive of all System components and modules as listed in the SOWs, required to be delivered by the Contractor throughout the project.

(b) Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by the Contractor, the County shall not (i) reverse engineer, de-compile, or disassemble any portion of the software licensed hereunder or (ii) sublicense, transfer, rent, or lease the System, or any part thereof, or its usage.

(c) Copies. The County may make and maintain such copies of the licensed System as is reasonably appropriate for its use of the System and for archival and backup purposes; provided, however, that the County shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

(d) Third-Party Software. The license grant set forth in this Section includes the right to use any third-party software whether or not described as part of the System; provided, however, that access to and use of such third-party software shall be according to the terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such third-party software. All such fees and / or licensing fees for third-party software shall be included in the License Fee. The Contractor shall pass through to the County any and all warranties granted to the Contractor by the owners, licensors, and/or distributors of such third-party software.

## 12. Acceptance.

If the County reasonably determines that a Deliverable materially fails to meet the specifications and/or other acceptance criteria mutually agreed upon by the parties, the County shall (a) within fifteen (15) business days after the delivery by the Contractor of such Deliverable, notify the Contractor in writing of such failure, and (b) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, the Contractor shall make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet the specifications and/or other acceptance criteria mutually agreed upon by the parties within fourteen (14) days, and either: (i) in the case of a non-software Deliverable, re-submit such Deliverable to the County for the County's review; or (ii) in the case of a Deliverable that comprises software, notify the County that such Deliverable is ready for re-testing. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria the County shall issue a writing indicating its acceptance of such Deliverable.

## 13. Software Escrow Account.

(a) Within thirty (30) days of the execution of this Agreement, the Contractor shall (i) enter into and shall maintain in full force and effect a Source Code Escrow Agreement with an escrow agent ("Escrow Agent"), and (ii) ensure that the decryption key for all source code and related documentation for the System is under escrow deposit pursuant to said escrow agreement. The Contractor shall provide thirty (30) days prior written notice of a change of Contractor's Escrow Agent. The escrow agreement will provide materially the same terms and conditions as follows:

- (i) All source code and related documentation must be encrypted and contained within the system.

- (ii) The decryption key for all source code and related documentation must be held by the Escrow Agent in trust for the County.
- (iii) All updates must be encrypted as they are issued.
- (iv) The Escrow Agent shall verify deposit of the decryption key for the source code and all updates and so notify the County.
- (v) If the Contractor, its assignees or successor (i) becomes insolvent or ceases to exist as a business entity, the County shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the County with a the decryption key for the source code and commentary for the installed release level of the product utilized by the County. All source code materials granted under this clause shall be maintained subject to the confidentiality provisions of this Agreement and shall be used solely for the internal business purposes of the County. Title to any source code released to the County remains the property of the Contractor.

(b) Release Procedure Upon the occurrence of all of the circumstances set forth in iv above, the following procedures shall be followed:

- (i) The Licensee ("County") shall provide written notice ("Demand Notice") to both the Escrow Agent and the Licenser ("Contractor"), along with a copy of the Licensee's notice to the Licenser of the failure to perform and cure the specified material breach as required by this Agreement.
- (ii) Upon receipt of a proper Demand Notice, the Licenser has thirty (30) days to make a written objection ("Objection Notice") to the Licensee and the Escrow Agent that states it is the Licenser's good faith belief that all the circumstances stated in this Agreement have not occurred or have been timely cured.
- (iii) If the Escrow Agent receives a proper Objection Notice from the Licenser, then the Confidential Materials will not be released until the Escrow Agent receives either (i) a written agreement signed by the Licenser and Licensee authorizing release or (ii) a court order from a court of competent jurisdiction requiring release. The release shall be in accordance with the written agreement or the court order.

(c) The Contractor certifies that it has deposited the decryption key for all source code and related documentation and hereafter will maintain a current copy of all source code related to the System, including current commentary, within the system and agrees to adhere to the obligations set forth in the agreement between the Escrow Agent and the Contractor as required hereby. It is agreed that the Contractor shall provide to the County all information necessary for the County to comply with registration requirements, if any, of the Escrow Agent.

(d) The Contractor shall pay all fees, expenses and costs, if any, related to the Escrow Agent, account and agreement.

14. Right to Deliverables

(a) For purposes of this Agreement, (i) "Technology" means works of authorship, materials, information and other intellectual property, (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors for their use in performing the Services; any modification and enhancements made to the licensed software will be owned by the Licensor, any modifications made to non-licensed software or derivative works not covered by the licensed software will be owned by the County and (iii) "Deliverables" means all Technology that the Contractor or its subcontractors create for delivery to the County as a result of the Services.

(b) Upon full and final payment to the Contractor hereunder, and subject to all other terms and conditions herein, the Contractor hereby (i) assigns to the County all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the County the right to use, for the County's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables.

15. Ownership of Manuals, County Data

(a) Training Materials: Manuals All training materials or other manuals developed solely by the Vendor in connection with this Agreement shall be the sole property of the County. All training materials or other manuals developed jointly by the parties shall be owned jointly by the parties, and each party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to the confidentiality obligations set forth in this Agreement.

(b) County Data All County data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) shall remain the property of the County. The Contractor shall not use the County data other than in connection with providing the Services pursuant to and in accordance with this Agreement.

16. Patent/Copyright Claims

(a) The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Deliverables of any U.S. copyright, trade secrets, trademark or existing U.S. patent rights. As a condition to the foregoing indemnity obligation, the County shall give the Contractor, (i) prompt written notice of any action, claim or threat of infringement suit (ii) the opportunity to take over, settle, defend such action, claim or suit at the Contractor's sole expense and discretion and (iii) assistance in the defense of any such action at the expense of the Contractor.

(b) In addition to the foregoing, if the use of any Deliverable(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined the Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using such Deliverable(s) or part (s) thereof, as applicable (ii) to modify the Deliverable so that it becomes non-infringing and of at least equal quality and performance or (iii) to replace said Deliverable(s) or part(s) thereof, as applicable with non-infringing Deliverable(s) or



at least equal quality and performance, or (iv) 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 for the infringing Deliverable(s)

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

17. Insurance (a) Types and Amounts The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) in the aggregate, and (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, 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.

18. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the

same, provided, however that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County

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

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

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

19. Change Orders. (a) Change Order Requirement. A Change Order shall be required to authorize an amendment of the Agreement in either scope, term and/or dollar value. A Change Order request shall be initiated by the Contractor or the County. No work requested in the Change Order may be performed until the Change Order is approved by the designated County committee and, if necessary, by the County Legislature.

(b) Contents of Change Order Requests. A separate Change Order Request must be completed for each requested change. The Change Order submitted must clearly state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule, and the appropriate approval signatures. The Change Order Request must also specify any changes to the completion deadlines specified in the attached SOW for each of the milestones specified in that Section.

(c) Change Order Procedure. The County's Project Manager shall be responsible for processing all Change Order Requests. The time for review and designation of the Change Order Request as either accepted or rejected shall not exceed fifteen (15) days for either the County or the Contractor, unless an extension on time is mutually agreed upon by the parties.

(d) The Contractor's Project Manager shall be responsible for including all pricing and schedule impact information in every Change Order Request. The Contractor shall be responsible for maintaining documented amendments denoting any changes agreed upon with the County.

(e) Contract Change Order Designated County Committee Approval. All Change Order requests must be approved in writing by all members of the designated County committee.

(f) Legislative Approval. Any Change Order Request that either (i) increases the total amount payable under this Agreement, or (ii) that extends the duration of the Agreement longer than one (1) year shall be subject to approval by the Nassau County Legislature.

20. 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

21. All Legal Provisions Deemed Included, Severability, Supremacy. (a) 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.

22. Force Majeure Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 8/12/13

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: Deputy County Executive  
Date: 11/13/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH )

On the 12 day of August in the year 2013 before me personally came  
Peter Inglis to me personally known, who, being by me duly sworn, did  
depose and say that he or she resides in the County of Guilford; that he or she is  
the President of Quest Computer Products, Inc. the corporation  
described herein and which executed the above instrument; and that he or she signed his or  
her name thereto by authority of the board of directors of said corporation.

Cristina Gale Nov 26, 2017  
NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

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

Concetta A. Petrucci  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 011700048028  
Qualified in Nassau County  
Commission Expires April 02, 2016

### AMENDMENT # 13

AMENDMENT, dated as of February 26, 2014 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013 and January 13, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,247,848.50) (the "Maximum Amount"); and

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

1. Maximum Amount The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Twenty-Two Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,322,848.50).
2. Full Force and Effect All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 2/27/14

NASSAU COUNTY

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Executive  
Date: 2/27/14

PLEASE EXECUTE IN BLUE INK

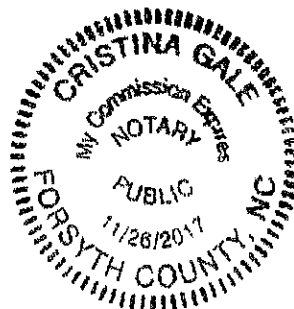
STATE OF NORTH CAROLINA)

)ss.:

COUNTY OF GUILFORD)

On the 27 day of September in the year 2017, before me personally came Peter H. H. H. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Concordia University, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7 day of May in the year 2017 before me personally came Richard R. H. H. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 0167055228  
Qualified in Nassau County  
Commission Expires April 01, 2021



### AMENDMENT # 14

AMENDMENT, dated as of January 30, 2015 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westhorne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014 and May 7, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

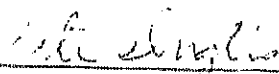
WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty- Eight and 50/100 Dollars (\$2,322,848.50) (the "Maximum Amount"); and

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

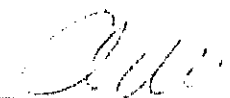
1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Ninety-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,397,848.50)
2. Full Force and Effect All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC

By:   
Name: Peter Inglis  
Title: President  
Date: 2/3/15

NASSAU COUNTY

By:   
Name: Christopher P. White  
Title: County Executive  
Date: 6/17/15

PLEASE EXECUTE IN BLUE INK

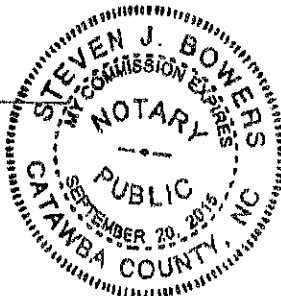
STATE OF NORTH CAROLINA)

)ss.:

COUNTY OF GUILFORD)

On the 11 day of February in the year 2015 before me personally came Deborah Ann Taylor to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Guilford County Parks, 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.

Steven J. Bowers  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of June in the year 2015 before me personally came Mark R. Burt to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Mark R. Burt

NOTARY PUBLIC

NOTARY PUBLIC  
JENNIFER A. PETRUCCI  
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1000 1000 1000  
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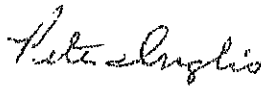
Quest Computer Products, Inc.  
807 Westbourne Grove Ct.  
Colfax, NC 27235

January 29, 2016

Mary Mahoney  
Nassau County Information Technologies  
240 Old Country Road  
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

A handwritten signature in cursive script, appearing to read "Peter Inglis".

President,  
Quest Computer Products, Inc.

RULES RESOLUTION NO. 142-2016

9 - was 0 obtained 3 received 0  
 - witnesses present: 7

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

Amendment #15

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, (the "Original Agreement") and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014, May 7, 2014 and June 23, 2015, the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from September 9, 2003 through January 12, 2016, (the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County,

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

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW") Appendix A attached to the Original Agreement and Amendments thereafter, or for a period of two (2) years, whichever is sooner, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be no later than January 12, 2018 (the "Amended Term"), unless terminated sooner in accordance with the provisions of the Original Agreement. The County retains the option, upon expiration of the Amended Term, to renew the Amended Agreement for maintenance and support services on an annual basis for up to five (5) one (1) year periods in accordance with the provisions of the Original Agreement.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: *Robert A. King*

Name: Peter L. Tancus

Title: President

Date: 1/29/12

NASSAU COUNTY

By: *[Signature]*

Name: Charles Robard

Title: County Executive

☐ Deputy County Executive

Date: 6/8/12

PLEASE EXECUTE IN BLUE INK

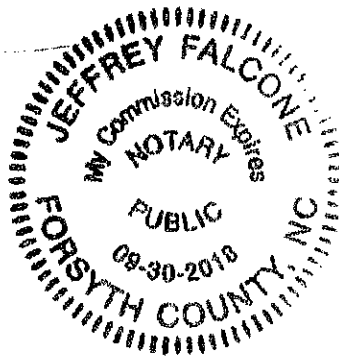
STATE OF NORTH CAROLINA

) SS.:

COUNTY OF FORSYTH)

On the 21 day of July in the year 2016 before me personally came Jeffrey Falcone to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Forsyth; that he or she is the President of Jeffrey Falcone 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



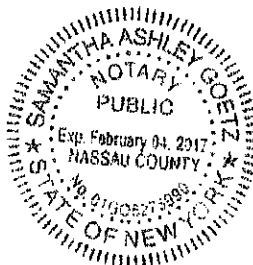
STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the 17 day of June in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC





E.Y.B

RULES RESOLUTION NO. 4 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING  
VIOLATIONS AGENCY, AND QUEST COMPUTER PRODUCTS, INC.

2.5.18  
7 0 0 1 0  
7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. in connection with professional data processing and related engineering services and software enhancement services for the software product CompuCourt, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products, Inc.

AMENDMENT #1

AMENDMENT, dated as of October 27, 2017 (together with the appendix and exhibits attached hereto, the "Amendment"), between the County of Oneida, New York (the "County"), having its principal office at 213 Franklin Avenue, Oneida, New York 13501 (the "County"), acting in and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as "TVA"), having its principal office at 16 Cooper Street, Herkimer, New York 13550 (the "Department"), and CA QUEST COMPUTER PRODUCTS, Inc., a corporation, having its principal office at 213 Conover Way, Loudon, Tennessee 37774 (the "Contractor")

WITNESSETH

WHEREAS, pursuant to County contract number CQCW03000895 between the County and the Contractor, executed on behalf of the County on September 29, 2012 and amended hereafter (the "Original Agreement"), the Contractor performs certain services for the County, consisting of professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement; provided however, that the County retained the right to renew the Original Agreement on an annual basis for one (1) year periods (the "Original Term");

WHEREAS, the original rate per hour the Contractor was reimbursed for programming Services was One Hundred and Sixty-five Dollars (\$165.00) per hour;

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Three Hundred Ninety Seven Thousand Eight Hundred Forty-Eight (\$2,397,848.00) Dollars (\$2,397,848.00) (the "Maximum Amount"); and

WHEREAS, the County desires to renew the Original Agreement and extend the Original Term, increase the hourly rate and increase the Maximum Amount;

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

Term Extension. The Original Term shall be extended by one (1) year so the termination date of the Original Agreement as amended by this Sixteenth Amendment (the "Amended Agreement"), shall be on or before January 12, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Payment. Compensation to the Contractor for programming services performed after December 31, 2017 shall be One Hundred and Ninety Dollars (\$190.00) per hour.
3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,472,848.50).
4. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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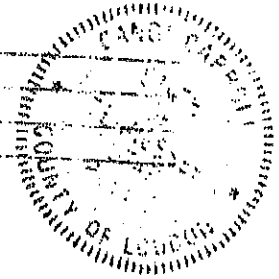
IN WITNESS WHEREFORE, the parties have executed this Amendment as of the day  
first above written

QUEST COMPUTER PRODUCTS, INC.

Sworn to and subscribed before me  
the 30 day of October, 2017.  
Notary: Candi Candel

My Commission Expires 2-10-18

By: Peter Inyilis  
Name: Peter Inyilis  
Title: President  
Date: 10/30/17



NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

E-158-19

RULES RESOLUTION NO. 212-2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF TRAFFIC AND PARKING  
VIOLATIONS AGENCY ("TPVA"), AND QUEST COMPUTER  
PRODUCTS, INC. ("QUEST")

Presented by the Rules Committee  
Nassau County Legislature  
By Vote 7-15-19  
VERIFIED: 0 0 0  
BY 7-15-19

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Quest in connection for enhancements and  
modification services for TPVA's CompuCourt System , a copy of which is  
on file with the Clerk of the Legislature; now, therefore, be it

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

#### AMENDMENT #17

The Seventeenth AMENDMENT ("Seventeenth Amendment"), dated as of the date ("the Effective Date") that this Seventeenth Amendment is executed by (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 County Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Quest Computer Products, Inc., authorized to do business in New York, having its principal office at [REDACTED] ("Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and amended thereafter (the "Original Agreement"), the Contractor performs certain services for the county in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, section 1.0 of the Original Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and the Contractor mutually agreed to amend the term of the Agreement to allow for a total of five (5) one-year extensions in Amendment #15; and

WHEREAS, the County and the Contractor mutually desire to exercise one (1) of the remaining options to renew by extending the Original Term; and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,472,848.50) (the "Maximum Amount").

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

1. Term Extension. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 12, 2020.
2. Maximum Amount. The maximum Amount in the Original Agreement, which is Two Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,472,848.50) (the "Maximum Amount") as set forth here above shall be increased by Seventy-five Thousand Dollars (\$75,000) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided is Two Million Five Hundred Forty-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,547,848.50).

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

6. (a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee 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 Permittee 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 Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

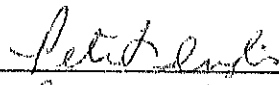
(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County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

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

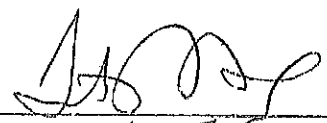
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By:   
Name: PETER L. TAGLIS  
Title: President  
Date: 1/15/19

NASSAU COUNTY

By:   
Name: Tatum J. Fox  
Title: Deputy County Executive  
Date: 8/16/19

PLEASE EXECUTE IN BLUE INK

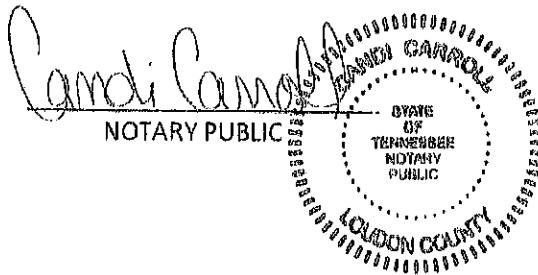


STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the 15th day of January In the year 2019 before me personally came Peter Engels to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Loudon; that he is the individual described herein and executed the above instrument.



Quest Computer Products, Inc.  
BY: Patricia L. Ingels  
NAME: Peter C. Ingels  
TITLE: President  
Date: 1/15/19

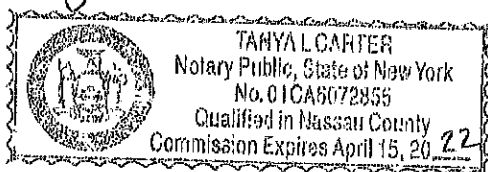
STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the 16 day of August In the year 2019 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tanya L. Carter  
NOTARY PUBLIC



**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 and

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:

PETER L. INGLIS

(Name)

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:

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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.

2/13/2019  
Dated

*Peter L. Inglis*  
Signature of Chief Executive Officer

PETER L. INGLIS  
Name of Chief Executive Officer

Sworn to before me this

13<sup>th</sup> day of February, 2008: 2019

*Cindy Auchey*  
Notary Public

