



E-65-20

NIFS ID:CLIT20000001

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

Contract ID #:CQIT15000001

NIFS Entry Date: 27-FEB-20

Term: from 01-MAR-20 to 28-FEB-21

Amendment
Time Extension: X
Addl. Funds:
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):	N
5) Insurance Required	Y

Vendor Info:	
Name: LiRo GIS, Inc. (Agreement assigned by Bowne)	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd. Mineola, NY 11501
Phone: 516-571-4311

Routing Slip

Department	NIFS Entry: X	27-FEB-20 -- CCAPOLONGO
Department	NIFS Approval: X	27-FEB-20 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-MAR-20 -- IQURESHI
OMB	NIFS Approval: X	09-MAR-20 -- SDEWS
County Atty.	Insurance Verification: X	27-FEB-20 -- AAMATO
County Atty.	Approval to Form: X	02-MAR-20 -- DGRIPPO
CPO	Approval: X	06-APR-20 -- KOHAGENCE

DCEC	Approval: X	07-APR-20 -- JCHIARA
Dep. CE	Approval: X	20-APR-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	22-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training. The purpose of this amendment is to extend the contract 1 year to 2/28/2021 to allow the County sufficient time to issue a Request for Proposal for GIS services.

Method of Procurement: RFP IT0321-1407

Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

Description of General Provisions: Description of General Provision:

1. On-call user support including problem resolution.
 2. Data maintenance as required or as directed by the County.
 3. New application development and continuing application development on work previously completed and on work in progress.
 4. Systems Administration and Support.
 5. Support for implementing software upgrades.
- Task 2 ¿ GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.
1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
 2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.

3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.
Impact on Funding / Price Analysis: N/A
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1750	Revenue		04	ITGEN1750/DE505	\$ 0.01
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.01			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
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 INFORMATION TECHNOLOGY, AND LIRO GIS AND SURVEY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo GIS and Survey, P.C. for Geographic Information Systems support services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with LiRo GIS and Survey, P.C.



Nassau County Interim Finance Authority

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

1. Vendor: LiRo GIS, Inc. (Agreement assigned by Bowne)

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

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: 3/1/2020 to 2/28/2021

Has work or services on this contract commenced? Y _____

If yes, please explain: Ongoing GIS services

4. Funding Source:

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

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training. The purpose of this amendment is to extend the contract 1 year to 2282021 to allow the County sufficient time to issue a Request for Proposal for GIS services.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

09-MAR-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.

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: LiRo GIS, Inc

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

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 entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

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

2-27-2020
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?

[REDACTED]

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:
Luis M. Tormenta, PE [REDACTED]

Dated: 02/06/2020 02:44:08 PM

Vendor: LiRo GIS, Inc.

Title: CEO/President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

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

Luis M. Tormenta, PE

Dated: 02/06/2020 02:44:41 PM

Vendor: LiRo GIS, Inc.

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US
Phone	(516) 746-2350

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
City	Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country	US

Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Burton is an officer for the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
 LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
 LiRo Architects + Planners, P.C. - Common Ownership and Control
 LiRo Architects & Engineers West, P.C. - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
 LiRo Program and Construction Management, Inc. - Common Ownership and Control
 LiRo Constructors, Inc. - Common Ownership and Controls
 RLT Engineering, Geology, and Land Surveying, P.C
 Monitor Builders, Inc.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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.

0 File(s) Uploaded:

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.

See Attached

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, Michael Burton, PE , 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, Michael Burton, PE , 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.

LiRo GIS, Inc.

Name of submitting business

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

Michael Burton, PE [REDACTED]

Executive Vice President

Title

02/12/2020 04:22:32 PM

Date

Question 11



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: Rocco L. Trotta, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	538 Spruce Street, Suite 506
City	Scranton
Country	US
Phone	(570) 963-7713

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo
Country	US

Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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

President		Treasurer	
Chairman of Board	08/07/2018	Shareholder	08/07/2018
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.

100% Ownership

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.

Mr. Trotta has Direct or Indirect Common Ownership and Control fo the following LiRo affiliated companies:

LiRo Engineers, Inc.
LiRo Program and Construction Management, PE P.C.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
James LaSala & Associates
DiGiorgio Associates, Inc.
DAI, Inc.
Monitor Builders, Inc.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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.

0 File(s) Uploaded:

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.

See Attached

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, Rocco L. Trotta, PE , 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, Rocco L. Trotta, PE , 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.

LiRo GIS, Inc.

Name of submitting business

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

Rocco L. Trotta, PE 

Chairman

Title

02/12/2020 04:19:18 PM

Date

Question 11



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: Michael Bailey, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
City	Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country	US
Phone	(718) 445-5295

Type	Business
Description	
Address	703 Lorimer Street
City	Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country	US
Phone	(718) 782-0267

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country	US

Phone	(585) 287-8833		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Officer of LiRo Program and Construction Management, PE P.C.
LiRo Engineers, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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.

0 File(s) Uploaded:

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.

See Attached

1 File(s) Uploaded: Question 11.pdf

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, Michael Bailey, PE , 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, Michael Bailey, PE , 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.

LiRo GIS, Inc.

Name of submitting business

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

Michael Bailey, PE [REDACTED]

Executive Vice President

Title

02/12/2020 03:59:53 PM

Date

Question 11



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: Lawrence H. Blond
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	703 Lorimer Street
City	Brooklyn
Country	US
Phone	(718) 782-0267

Type	Business
Description	
Address	100 Duffy Avenue, Suite 402
City	Hicksville
Country	US
Phone	(516) 595-2900

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester
Country	US
Phone	(585) 287-8833

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US

Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☒ NO ☐ If Yes, provide details.

Officer of LiRo Program and Construction Management, PE P.C. LiRo Engineers, Inc. RLT Engineering, Geology, and Land Surveying, P.C. Monitor Builders, Inc. LiRo Constructors, Inc. LiRo Program and Construction Management, Inc. (CA)
--

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.
--

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.

0 File(s) Uploaded:

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.

See Attached

1 File(s) Uploaded: Question 11.pdf

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, Lawrence H. Blond, PE , 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, Lawrence H. Blond, PE , 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.

LiRo GIS, Inc.

Name of submitting business

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

Lawrence H. Blond, PE [REDACTED]

Executive Vice President

Title

02/11/2020 06:18:21 PM

Date

Question 11



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: Luis M. Tormenta
Date of birth: [REDACTED]
Home address: [REDACTED]
City: Mamaroneck State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester
Country	US
Phone	(585) 287-8833
Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100
Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford
Country	US
Phone	(203) 992-4560
Type	Business
Description	
Address	538 Spruce Street, Suite 506
City	Scranton
Country	US

Phone	(570) 963-7713		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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

President	08/07/2018	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	08/07/2018	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Other	Chief Operating Officer	08/07/2018

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
 LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
 LiRo Architects + Planners, P.C. - Common Ownership and Control
 LiRo Architects & Engineers West, P.C. - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
 LiRo Program and Construction Management, Inc. - Common Ownership and Control
 LiRo Constructors, Inc. - Common Ownership and Control
 RLT Engineering, Geology and Land Surveying, P.C. - Common Ownership and Control
 Monitor Builders, Inc. - Common Ownership and Control
 DiGiorgio Associates, Inc. -Common Ownership and Control
 DAI Inc. - Common Ownership and Control

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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.

0 File(s) Uploaded:

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.

See Attached

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, Luis M. Tormenta, PE , 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, Luis M. Tormenta, PE , 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.

LiRo GIS, Inc.

Name of submitting business

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

Luis M. Tormenta, PE 

CEO/President

Title

02/11/2020 05:59:41 PM

Date

Question 11



Business History Form

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

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

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

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

Date: 02/06/2020

1) Proposer's Legal Name: LiRo GIS, Inc.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11703

Country: US

Address: One State Street Plaza, 28th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: _____ End Date: _____

Address: 690 Delaware Avenue

City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14209

Country: US

Start Date: _____ End Date: _____

Address: 235 East Jericho Turnpike

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

Start Date: _____ End Date: _____

Address: 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357

Country: US

Start Date: _____ End Date: _____

Address: 703 Lorimer Street

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211

Country: US

Start Date: _____ End Date: _____

Address: 100 Duffy Avenue, Suite 402

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

Start Date: _____ End Date: _____

Address: 85 Allen Street, Suite 300
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country: US
Start Date: _____ End Date: _____

Address: 101 Hudson Street, 21st Floor
City: Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country: US
Start Date: _____ End Date: _____

Address: 538 Spruce Street, Suite 506
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Start Date: _____ End Date: _____

Address: 1266 E. Main Street, Soundview Plaza, Suite 700R
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Start Date: _____ End Date: _____

Address: 529 Main Street, Suite 3303
City: Boston State/Province/Territory: MA Zip/Postal Code: XXXXXXXXXX
Country: US
Start Date: _____ End Date: _____

Address: 500 Washington Avenue
City: Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 938-5476

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: XXXXXXXXXX

5) Federal I.D. Number: XXXXXXXXXX

- 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:
 LiRo GIS, Inc. shares office space with other LiRo Group companies.
- 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:
 Affiliates are listed below:
 LiRo Engineers, Inc. - Common Ownership and Control
 LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
 LiRo Architects + Planners, P.C. - Common Ownership and Control
 LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
 LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
 LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
 LiRo Constructors, Inc. - Common Ownership and Control
 James LaSala & Associates - Common Ownership and Control
 Monitor Builders, Inc. ? Common Ownership and Control
 RLT Engineering, Geology, Land Surveying, P.C. ? Common Ownership and Control
 DAI, Inc. ? Common Ownership and Control
 DiGiorgio Associates, Inc. - Common Ownership and Control
- 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.

See Attached

1 File(s) Uploaded: Question 13 Bus History.pdf

- 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, to the best of our knowledge.

(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, to the best of our knowledge.

(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, to the best of our knowledge.

- 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.

We are not aware of any matter is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

- 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;
08/07/2018
- 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.
Rocco L. Trotta, PE
[REDACTED]
Chairman of the Board and Sole Owner

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.
Rocco L. Trotta, [REDACTED], Chairman
Luis M. Tormenta, [REDACTED], CEO and Vice Chairman
Michael Burton, [REDACTED], SVP & National Operations Manager
Michael Bailey, [REDACTED], Senior Vice President
Lawrence Blond, [REDACTED], Senior Vice President and General Manager

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
[REDACTED]
- vi) Annual revenue of firm;
[REDACTED]
- vii) Summary of relevant accomplishments
See attached
1 File(s) Uploaded: Question 17-A-vii Bus History.pdf
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.
35
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
The LiRo Group's staff of 894 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.
- 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 Town of Hempstead Department of Engineering

Contact Person	Douglas Tuman, PE, Esq		
Address	Town Plaza		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #			
E-Mail Address	[REDACTED]		

Company	Suffolk County Department of Public Works		
Contact Person	Alex Prego, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

Company	New York City Department of Information Technology and Telecommunications		
Contact Person	Jeff Norris		
Address	2 Metro Tech Center		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #			
E-Mail Address	[REDACTED]		

I, Luis M. Tormenta, PE , 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, Luis M. Tormenta, PE , 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: LiRo GIS, Inc.

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

Luis M. Tormenta, PE

CEO/President

Title

02/06/2020 02:47:07 PM

Date



LiRo GIS and Survey, P.C.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

January 23, 2020


Caresse Capolongo, Accountant I
Nassau County
Dept. of Information Technology
240 Old Country Road
Mineola, New York 11501

RE: LiRo GIS, Inc. ("LiRo") Corporate Name Change Detail

Dear Ms. Capolongo:

On January 8, 2019, LiRo amended its corporate name from "LiRo GIS and Survey, P.C." to "LiRo GIS, Inc." Attached is a certified copy of the Certificate of Amendment filed with the New York Department of State amending LiRo's corporate name.

Sincerely,



Alfred C. Bereche
Senior Vice President and General Counsel

enclosures: Certified Copy of the Certificate Amendment

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
February 4, 2019.

A handwritten signature in cursive script that reads "Whitney Clark".

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services

70

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LIRO GIS AND SURVEY, P.C.**

Under Section 805 of the Business Corporation Law

First: The current name of the corporation is: LiRo GIS and Survey, P.C.

The name of the corporation has been previously changed, the name under which it was originally formed is: LiRo Consulting Engineer, P.C.

Second: The date of the filing of the Certificate of Incorporation with the Department of State is: November 05, 1984.

Third: The amendments effected by this Certificate of Amendment are as follows:

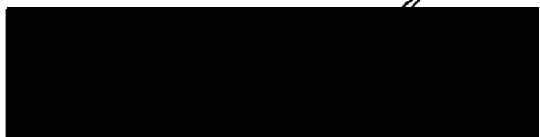
Paragraph FIRST of the Certificate of Incorporation, relating to the name of the Corporation is amended to read in its entirety as follows:

FIRST: "The name of the corporation is LiRo GIS, Inc."

Paragraph SECOND of the Certificate of Incorporation relating to the corporate purpose is amended to read in its entirety as follows:

SECOND: "The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under Section 402 of the Business Corporation Law. The corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained."

Fourth: This Certificate of Amendment was authorized, first by the vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.



Alfred C. Beréche, Duly Authorized Person

CT 07

73

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
LIRO GIS AND SURVEY, P.C.**

Under Section 805 of the Business Corporation Law

Filer's Name: Jennifer A. Taylor

Address: 3 Aerial Way

City, State, and Zip Code: Syosset, New York 11791

**CUST REF 11362145 CS
DRAWDOWN**

RECEIVED
2019 JAN -8 PM 12:10

2019 JAN -8 PM 4:31

FILED

STATE OF NEW YORK
DEPARTMENT OF STATE

JAN 08 2019

FILED
TAXES
BY: SJB

25

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo GIS, Inc.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

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

3. Type of Business: Closely Held 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):

1 File(s) uploaded Question 4 Disclosure Form.pdf

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.

Rocco L. Trotta, PE, [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.

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control
James LaSala & Associates - Common Ownership and Control
Monitor Builders, Inc. ? Common Ownership and Control
RLT Engineering, Geology, Land Surveying, P.C. ? Common Ownership and Control
DAI, Inc. ? Common Ownership and Control
DiGiorgio Associates, Inc. - Common Ownership and Control

None of the Affiliated Companies will be participating in the performance of this contract.

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):

None

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

None

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

None

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

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

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

Luis M. Tormenta, PE [REDACTED]

Dated: 02/06/2020 02:48:38 PM

Title: CEO/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.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Luis M. Tormenta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LiRo GIS, Inc.

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: 113205660

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/06/2020 02:44:08 PM

Lobbyist Registration and Disclosure Form:
02/06/2020 02:44:41 PM

Business History Form certified:
02/06/2020 02:47:07 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/06/2020 02:48:38 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Rocco L. Trotta, PE [REDACTED]	02/12/2020 04:19:18 PM
Lawrence H. Blond, PE [REDACTED]	02/11/2020 06:18:21 PM
Michael Bailey, PE [REDACTED]	02/12/2020 03:59:53 PM
Luis M. Tormenta, PE [REDACTED]	02/11/2020 05:59:41 PM
Michael Burton, PE [REDACTED]	02/12/2020 04:22:32 PM

I, Luis M. Tormenta, PE 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 further 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."

Luis M. Tormenta, PE

Name

CEO/President

Title

LiRo GIS, Inc.

Name of Submitting Entity

02/12/2020 04:26:37 PM

Date

Amendment #3

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), 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) LiRo GIS, Inc. (formerly known as "LiRo GIS and Survey, P.C."), a New York Corporation, having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, and subsequently amended on May 8, 2017 and April 2, 2019 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 29, 2020 (the "Term"); 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; and

WHEREAS, the County desires to extend the original agreement to continue the Services to allow County sufficient time to issue a Request for Proposal for GIS services;


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

1. Term. The Department desires to extend the Term for an additional one (1) year period so that the termination date of the Original Agreement, as amended herein, shall be February 28, 2021.
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 herein.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

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

LIRO GIS, INC.

Name: 
Richard Annitto
Title: Vice President
Date: 2/3/2020

NASSAU COUNTY


By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of February in the year 2020 before me personally came
Richard Annitto to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Suffolk; that he or she is the Vice President of
Lipo GIS, 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.

NOTARY PUBLIC


SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County
My Commission Expires 11-22-2020

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

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

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2019

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).

PRODUCER [Redacted]	CONTACT NAME: [Redacted] PHONE (A/C, No. Ext): [Redacted] FAX (A/C, No): [Redacted] E-MAIL ADDRESS: [Redacted]																					
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>INSURER B:</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	[Redacted]	[Redacted]	INSURER B:	[Redacted]	[Redacted]	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	[Redacted]	[Redacted]																				
INSURER B:	[Redacted]	[Redacted]																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 858334953**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	[Redacted]	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [Redacted] MED EXP (Any one person) \$ [Redacted] PERSONAL & ADV INJURY \$ [Redacted] GENERAL AGGREGATE \$ [Redacted] PRODUCTS - COMP/OP AGG \$ [Redacted] \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	[Redacted]	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ [Redacted] BODILY INJURY (Per person) \$ [Redacted] BODILY INJURY (Per accident) \$ [Redacted] PROPERTY DAMAGE (Per accident) \$ [Redacted] \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	[Redacted]	11/1/2019	11/1/2020	EACH OCCURRENCE \$ [Redacted] AGGREGATE \$ [Redacted] \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	[Redacted]	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ [Redacted] E.L. DISEASE - EA EMPLOYEE \$ [Redacted] E.L. DISEASE - POLICY LIMIT \$ [Redacted]
A	Pollution/Professional Liability Valuable Papers	Y Y	Y	[Redacted]	11/1/2019 11/1/2019	11/1/2020 11/1/2020	Occ./Agg. Limit: \$ [Redacted]

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

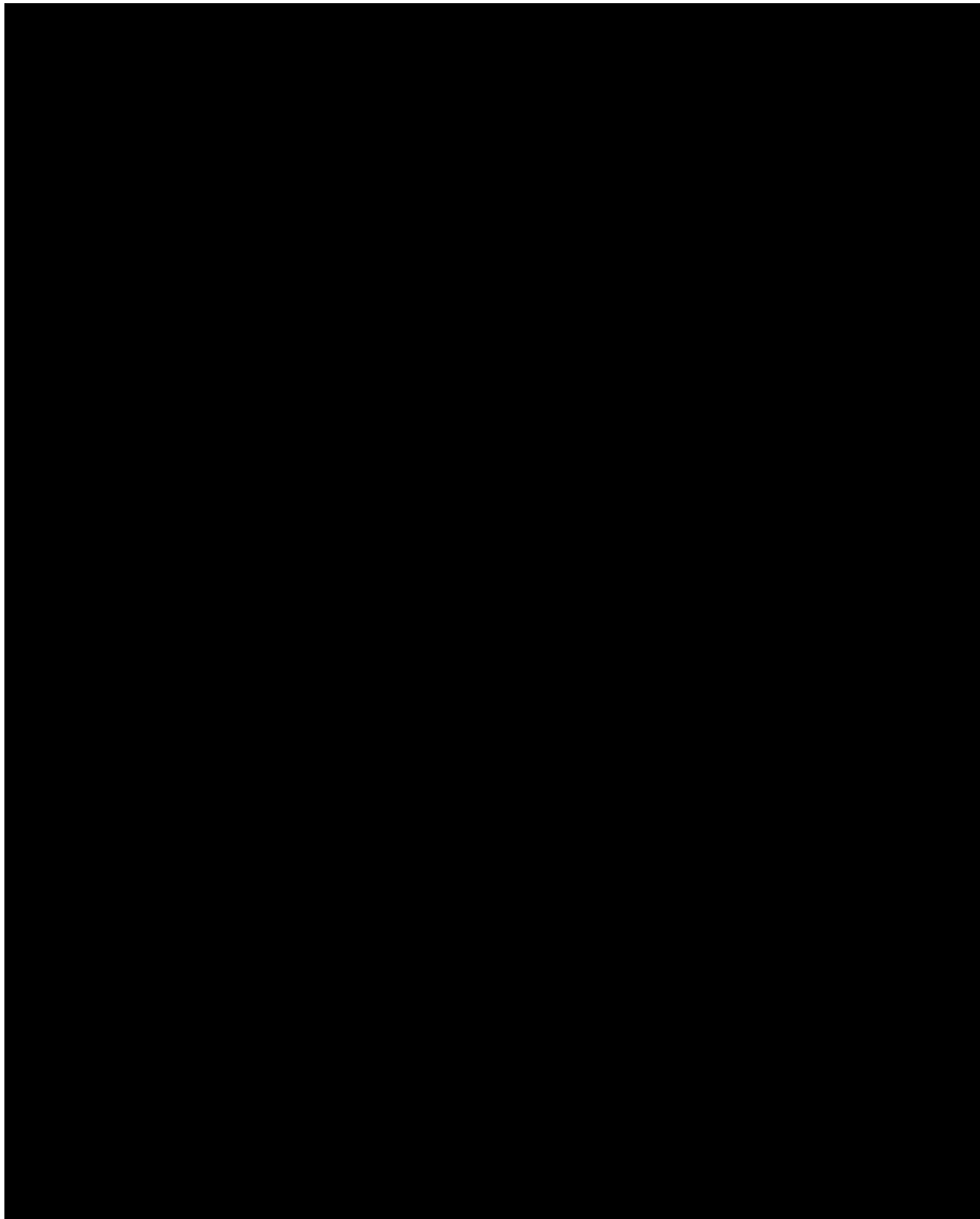
CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

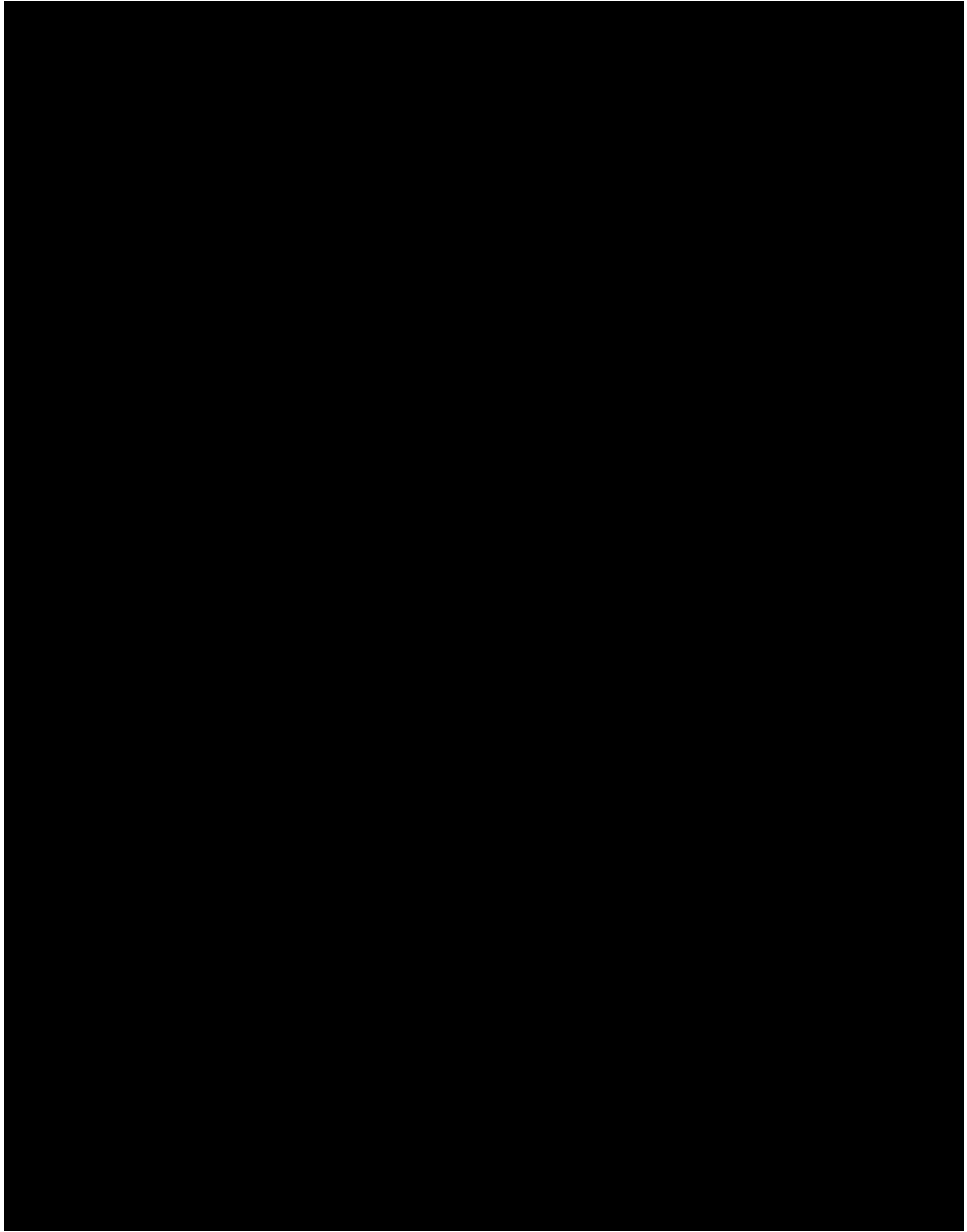
Evidence of Insurance

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

CORPORATION. All rights reserved.





Contract ID#: COIT15000001Department: Information Technology

E-56-15

SERVICE: GIS Support Services & Training**Contract Details**NIFS ID #: COIT15000001NIFS Entry Date: 02/26/2015Term: from 03/01/2015 to 02/28/2017

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Bowne Management Systems, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 109 Mineola, NY 11501	Contact Person Mr. Richard P. Stutzah
	Phone [REDACTED]

County Department	
Department Contact Erick Bautista	***Please return final, sealed copy to Peggy Brown
Address 240 Old Country Road Mineola, N.Y. 11501	
Phone (516) 571-9920	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered		[Signature]	
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	3/11/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
3/14/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/17/15	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/17/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/23/15	Concetta D. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>	3/23/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/23/15	[Signature]	
3/11/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/11/15	[Signature]	



Contract Summary

Description:

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees.

Purpose:

There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government. The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

Method of Procurement:

Request For Proposal.

Procurement History:

The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions:
Task 1 - GIS Support Services:

1. On-call user support including problem resolution.
2. Data maintenance as required or as directed by the County.
3. New application development and continuing application development on work previously completed and on work in progress.
4. Systems Administration and Support.
5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.
3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis:

The maximum amount for full consideration for services shall not exceed \$2,375,000.00. However, only \$300,000 is being encumbered at this time so the vendor can provide the County with continuing GIS Support Services.

Change in Contract from Prior Procurement:

N/A.

Recommendation:

Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1750
Object:	DE
Transaction:	505

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$300,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1750/DE505	\$300,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$300,000.00

Document Prepared By: _____

Date: _____

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	<i>[Signature]</i>
Name	<i>[Signature]</i>	Name	<i>[Signature]</i>	Date	<i>7/15/15</i>
Date	<i>7/15/15</i>	Date	<i>7/15/15</i>	E #:	

E: 56-15

RULES RESOLUTION NO. 132 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF INFORMATION TECHNOLOGY, AND BOWNE
MANAGEMENT SYSTEMS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/29/15
VOTING:
ayes 4 nays 3 abstained 0 recusals 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Bowne Management Systems, Inc. ("Bowne") for GIS support and
training 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
with Bowne.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of March 1, 2015 by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Bowne Management Systems, Inc., a New York corporation, having its principal office at 235 Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") RFP #IT0321-1407 issued April 4, 2014, for Geographic Information System ("GIS") Support and GIS Training;

WHEREAS, the County received multiple responses to the RFP; and

WHEREAS, the Contractor submitted a proposal in response to the RFP found to be beneficial to the County; and

WHEREAS, the County awarded the Services to four (4) qualified vendors, including the Contractor; and

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

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

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

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

1. Term. This Agreement shall commence on March 1, 2015 and continue for a period of two (2) years, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County, at its sole option and in its sole discretion, may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods for a total term of five (5) years.
2. Services. The Services are fully described in detail in the Statement of Work and include, but are not limited to, (a) GIS Support Services. The Contractor shall provide GIS-related support services which shall include (i) on-call user support including problem resolution (ii) data maintenance as required or as directed by the County including, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities; (iii) Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet; (iv) systems Administration and support, and (v) support for implementing software upgrades. (b) GIS Training. (i) The Contractor shall provide GIS training at a County provided site for: (1) ArcGIS 10 or its successor versions that are implemented, (2) Arc Editing in a versioned environment, and (3) Any additional training as directed by, and at the sole discretion of the County; (ii) Contractor shall provide to County a list of all available ESRI training curricula that is available through the Contractor and shall modify ESRI training curricula to reflect the Nassau County GIS Environment.
3. Payment. (a) 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 Two Million, Three

Hundred and Seventy-Five Thousand Dollars (\$2,375,000.00) ("Maximum Amount") payable in accordance with the rates provided in cost attachment #1.

(b) Encumbrance. (a) The Contractor understands that only Three Hundred Thousand Dollars (\$300,000.00) is encumbered at this time under this Agreement (the "Encumbered Amount"). The Contractor shall not perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County Comptroller and approved by the County Executive.

(c) 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").

(d) 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.

(e) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

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

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

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

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

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean: (i) any information that is specifically marked as "Confidential" "Restricted" or with other similar legend; (ii) information which the County has requested in writing to be kept confidential; (iii) information which is disclosed verbally and identified as confidential at the time of disclosure; (iv) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and (v) nonpublic third-party information entrusted to the other in confidence.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least

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

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

7. Confidentiality. (a) Confidential Information. The Contractor hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information. (b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that: (i) was already known to the receiving party prior to disclosure by the disclosing party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) has been approved for release by written authorization of the owner of the Confidential Information; and (v) has been independently developed by the receiving party. (c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request. (d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section; or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it. (e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret. (f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement.

8. 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.

9. 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 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.

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

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims" Section.

(c) 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.

(d) 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.

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) 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 five million dollars (\$5,000,000.00) per occurrence; (iii) compensation

insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights as indicated in Section 14, "Patent / Copyright / Trademark / Trade Secrets Claims."

(c) 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.

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

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

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

14. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal. Entities, and not the County, shall be liable to the Contractor.

15. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor. will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such

rights.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

18. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19. 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.

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

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

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

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

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

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

24. 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.

25. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

26. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

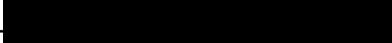
27. Executory Clause. Notwithstanding any other provision of this Agreement:

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


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

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

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

By: 
Name: Frank Antetomaso
Title: President
Date: 7/24/15

NASSAU COUNTY

By: 
Name: Charles R. Rhee
Title: Deputy County Executive
Date: 8/21/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24th day of February in the year 2015 before me personally came Frank Flotemose 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 President of Brown Management Systems, 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.

NOTARY PUBLIC

ADRIENNE HOFGREN
Notary Public, State of New York
No. 01HO4846079
Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21 day of August in the year 2015 before me personally came Charles Richards 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

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01HO4846079
Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County

Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Frank Antetomaso _____ (Name)

_____ (Address)

_____ (Telephone Number)

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

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

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

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

Dated

Signature of Chief Executive Officer

Frank Antetomaso

Name of Chief Executive Officer

Sworn to before me this

24th day of February, 2015, 2008.

Notary Public

ADRIENNE HOFGRIN
Notary Public, State of New York
No. 01HO48-6079
Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

ADRIENNE HOFGRIN
Notary Public, State of New York
No. 01HO48-6079
19 Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

Attachments to Contract

1) Cost Proposals

2) Statement of Work

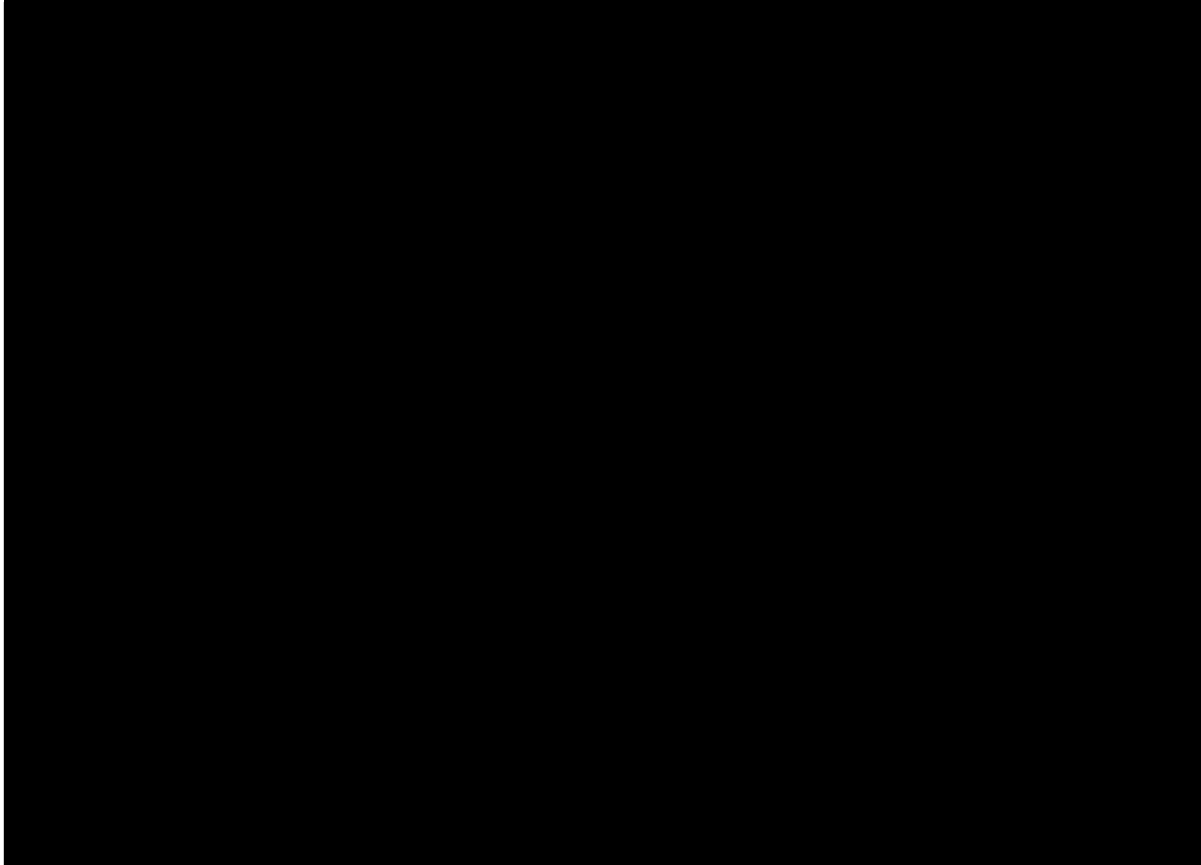
Attachment #1

Nassau County Department of Information Technology

GIS System Support and Training – Task 1 GIS Support Services

1. COST PROPOSAL:

The following table and associated notes represent Bowne's completed Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".



NOTES:

- As indicated in the above table, Bowne Management Systems will not charge the County a premium rate for overtime work.

1. COST PROPOSAL

The following table and associated notes represent Bowne's Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".

1. Cost per class, including any associated costs, itemized.

Our cost per class consists of three components:

- Curriculum Development - A onetime fee for the development of each custom curriculum. This fee is not applicable to standard training curricula provided by a third party provider. A typical curriculum may contain the following topics:
 - Investigating Geographic Data
 - Managing Map Layers
 - Symbolizing Categorical Data
 - Labeling Map Features
 - Making a Map Layout
 - Managing Tables
 - Getting Locations from Attributes
 - Loading Data into a Geodatabase
- A daily instructor rate for classes of 1-12 students and a daily instructor rate for classes of 13-20 students. Classes for up to twelve students will be taught by a single instructor. Classes of 13 – 20 students will be taught by an instructor and an assistant. These rates apply to all formal classroom training.
- Workbook Development – as indicated in Item 2, below.

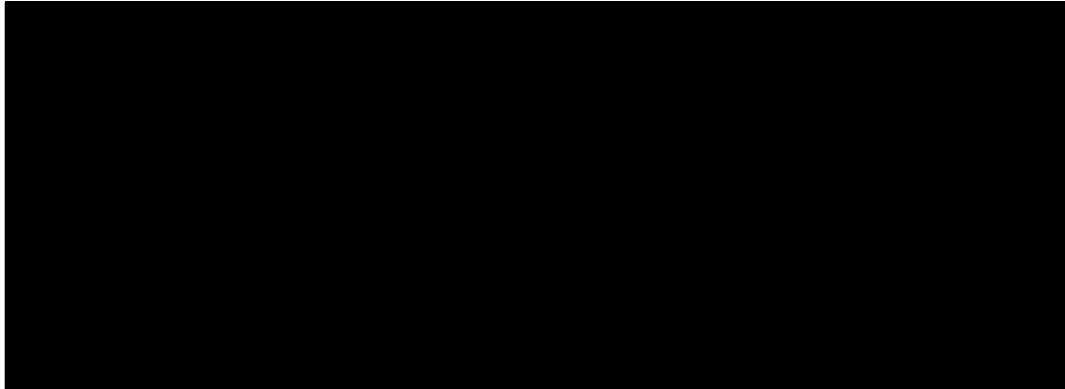
2. Cost to modify each training curriculum available through the proposer to the Nassau County environment.

- Workbook Development - A onetime fee for the development of each set of exercise materials customized to a specific County requirement.

3. Cost of training materials.

Each student will be provided with their own copy of any course training manuals. The amounts shown for these items are estimates only.

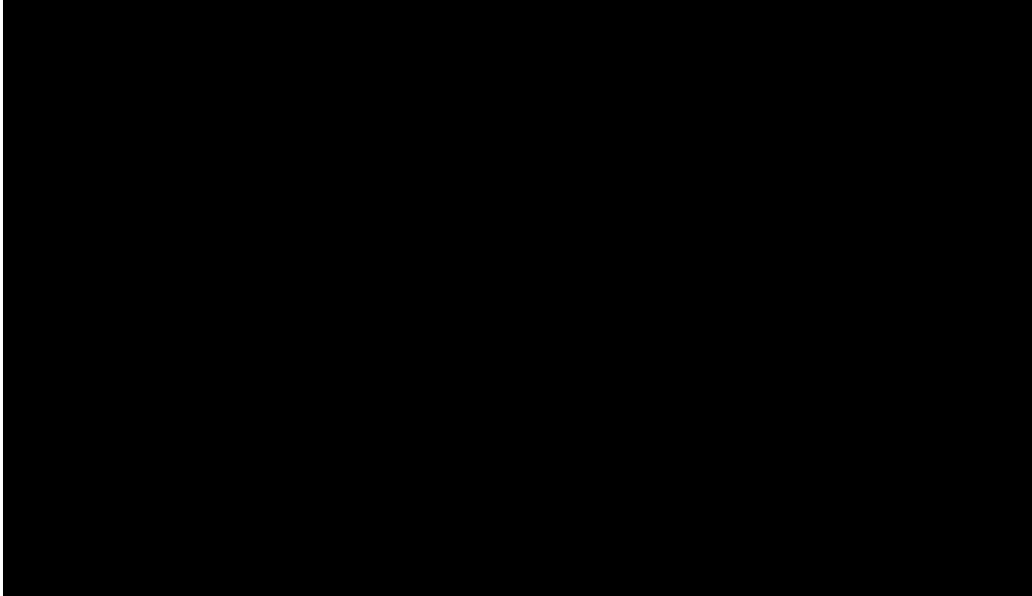
- Published Training Manuals - Third party training materials used in our classes will be provided to the County at cost. The amount shown for this item is an estimate only; manuals will be acquired from the respective publisher and billed to the County at cost.
- Custom Training Materials - Custom training materials will be provided at the cost of reproduction. Note that the County may elect to reproduce these materials internally.



ASSUMPTIONS:

- As indicated in the RFP, all training will be conducted at a Nassau County provided site unless otherwise requested by the County.
- County personnel will be responsible for providing all computer resources for each training session and for ensuring that all required software is loaded and properly configured prior to the training session. Bowne will define requirements in advance and, if requested, can provide setup and configuration services at our normal hourly rates.
- We recommend a limit of no more than twelve (12) students per class (depending on size and configuration of training area) with a single instructor. Should class size exceed this number we recommend adding an assistant or aide to the class to assist the instructor. The cost for this additional person is shown in the table.

The following table and associated notes represent Bowne's Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".



NOTES:

- As indicated in the above table, Bowne Management Systems will not charge the County a premium rate for overtime work.

Statement of Work

Bowne Management Systems, Inc., GeoDecisions, AppGeo, Gayron DeBruin(Contractor/Contractors) work to be performed for Nassau County for March 1, 2015 - February 28, 2017

1. GIS Support Services:

Services :

- i. Contractor/Contractors - shall provide on-call user support including problem resolution.
- ii. Contractor/Contractors shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. Contractor/Contractors shall provide Systems Administration and Support.
- iv. Contractor/Contractors shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet.
- v. Contractor/Contractors shall provide support for implementing software upgrades and GIS online.

2. GIS Training:

Services:

- i. Contractor/Contractors shall provide GIS training for:
 1. ArcGIS 10 or its successor versions that are implemented
 2. Arc Editing in a versioned environment
 3. Any additional training as directed by, and at the sole discretion of the County.
- ii. Contractor/Contractors shall provide a list of all available ESRI training curricula that are available.
- iii. Contractor/Contractors shall modify ESRI training curricula to reflect the Nassau County GIS Environment. The cost of any modifications to the curricula must be identified in the cost proposal.

- iv. Contractor/Contractors shall indicate if ESRI certification has been obtained, listing the name(s) of certified trainers and the course work they have been certified in.
- v. All training shall be conducted at a Nassau County provided site unless approved by the County.

3. SOW Process

The Services underlying this Agreement have been awarded to four (4) contractors (the "Contractors"). Please be advised that Contractors are not guaranteed work under the Agreement. Rather, the Agreement gives Contractors eligibility to bid on a particular SOW for which it can provide the necessary GIS Services.

a. Individual Statements of Work.

When NCIT has a project requiring GIS services, a SOW describing in detail the project GIS Services will be issued to each of the Contractors eligible to provide the specific type of GIS Service needed.

Notwithstanding the expiration of the Agreements between the Contractors and the County, an individual SOW may require the Contractors' personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractors' personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- GIS Category required.
- Description of project and services required.
- Dates and schedule requirements.
- Staffing requirements

NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the project and services required.



E-97-17

Contract ID: CQIT15000001

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

NIFS ID #: CLIT17000002 NIFS Entry Date: 21-FEB-17

Term: from 01-MAR-17 to 28-FEB-19

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

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

Vendor Info:	
Name: Bowne Management Systems, Inc.	Vendor ID#: [REDACTED]
Address: P O Box 109 Mineola, NY 11501	Contact Person: Richard P. Slutzah
	Phone: 516-746-2350

Department:
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-9920

Routing Slip

Department	NIFS Entry: X	23-FEB-17 -- VMANUCHA
Department	NIFS Approval: X	15-MAR-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	16-MAR-17 -- AROMANO
County Atty.	Insurance Verification: X	17-MAR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	17-MAR-17 -- DMCDERMOTT
Dep. CE	Approval: X	27-MAR-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	21-MAR-17 -- MREYNOLDS
Legislature	Approval: X	25-APR-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	03-MAY-17 -- RBUKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract enables the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. This is an amendment to extend the term of contract to 2/28/2019. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS is married to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.

The Services have been awarded to four vendors that Nassau County believes be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

Method of Procurement: RFP

Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions: Description of General Provisions:

Task 1 GIS Support Services:

1. On-call user support including problem resolution.
2. Data maintenance as required or as directed by the County.
3. New application development and continuing application development on work previously completed and on work in progress.
4. Systems Administration and Support.
5. Support for implementing software upgrades.

Task 2 GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.
3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis: n/a

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN1750
Control:	
Resp:	
Object:	DE505
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	.01
Federal	0
State	0
Capital	0
Other	0
TOTAL	.01

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1750/DE505	.01
		0
		0
		0
		0
		0
	TOTAL	.01

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY AND BOWNE MANAGEMENT
SYSTEMS, INC.

Passed by the Rules Committee
Nassau County Legislature
on 4-24-17
yeas 4 nays 3 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Bowne Management Systems, Inc. to provide
services in connection with the Geographic Information Systems ("GIS")
support and GIS training, 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 Bowne Management Systems, Inc.

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), 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) Bowne Management Systems, Inc., a New York corporation, having its principal office at 235 Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Services were procured under RFP#IT0321-1407 issued April 4, 2014; and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 28, 2017 (the "Term"); and

WHEREAS, the Original Agreement contains three (3) renewal options; and

WHEREAS, the County desires to renew 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 Renewal. The County hereby exercises its first two (2) renewal options extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended herein, shall be February 28, 2019. The County reserves the right to exercise its final renewal option which would extend the Original Agreement for an additional one (1) year period at the County's sole discretion.
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 herein.

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

BOWNE MANAGEMENT SYSTEMS, INC.

Name: 

Title: PRESIDENT

Date: JAN. 30, 2017

NASSAU COUNTY

By: 

Name: Charles Roberts

Title: Deputy County Executive

Date: 5/8/17

PLEASE EXECUTE IN BLUE INK

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

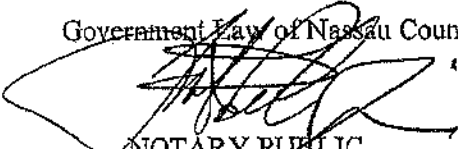
On the 30th day of JANUARY in the year 2017 before me personally came
Frank Antonazzo to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is the President of
Bonne Management Systems, Inc., the corporation described herein 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.

Karen A. Petrocelli
NOTARY PUBLIC

KAREN A. PETROCELLI
Notary Public, State of New York
NO. 01PE6242121
Qualified in Nassau and Suffolk Counties
Commission Expires May 31, 2018

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

On the 24th day of May in the year 2017 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

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 13, 2020

2019



E-13-19

NIFS ID:CLIT18000019

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

Contract ID #:CQIT15000001

NIFS Entry Date: 03-DEC-18

Term: from 01-MAR-17 to 28-FEB-20

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

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

Vendor Info:	
Name: LiRo GIS and Survey, P.C (Agreement assigned by Bowne)	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: Richard Annitto
	Phone: 516-746-2350

Department:
Contact Name: Nancy Stanton ****Please return final, sealed copy to Vandana Manucha***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-4311

2019 FEB - 11 A 11:40
NASSAU COUNTY
CLERK OF THE SUPREME COURT

Routing Slip

Department	NIFS Entry: X	03-DEC-18 -- VMANUCHA
Department	NIFS Approval: X	05-DEC-18 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	07-DEC-18 -- APERSICH
OMB	NIFS Approval: X	05-DEC-18 -- JNOGID
County Atty.	Insurance Verification: X	05-DEC-18 -- AAMATO
County Atty.	Approval to Form: X	06-DEC-18 -- MMISRA
CPO	Approval: X	11-JAN-19 -- KOHAGENCE

DCEC	Approval: X	15-JAN-19 -- JCHIARA
Dep. CE	Approval: X	31-JAN-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	31-JAN-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract enables the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. This is an amendment for renewal of term for final year to 2/28/2019. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS for the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.

Method of Procurement: RFP IT0321-1407

Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions: 1. On-call user support including problem resolution.

2. Data maintenance as required or as directed by the County.

3. New application development and continuing application development on work previously completed and on work in progress.

4. Systems Administration and Support.

5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers.

The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.

2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.

3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis: n/a

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advertisement Information

BUDGET CODES	
Fund:	ITGEN1750
Control:	
Resp:	
Object:	DE500
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
03	ITGEN1750/DE505	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

E-13-19

RULES RESOLUTION NO. 19 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 INFORMATION TECHNOLOGY,
AND LIRO GIS AND SURVEY, P.C. ("LIRO").

By the Rules Committee
Nassau County Legislature
2-11-19
7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with LiRo for Geographic Information Systems, a copy
of which is on file with the Clerk of the Legislature; now, therefore, be it

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

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), 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) LiRo GIS and Survey, P.C., a New York Corporation, having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, and subsequently amended on May 8, 2017 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Services were procured under RFP#IT0321-1407 issued April 4, 2014; and

WHEREAS, the Original Agreement, CQIT15000001 was awarded to Bowne Management Systems pursuant to the RFP; and

WHEREAS, all of the rights, titles, and interests in and to all of Bowne's property and assets were purchased by Contractor on via an Asset Purchase Agreement dated January 9, 2018 (the "Asset Purchase Agreement") attached hereto for reference; and

WHEREAS, County, Bowne, and Contractor entered into a Consent and Assignment Agreement dated April 9, 2018 (the "Consent and Assignment Agreement") attached hereto for reference; and

WHEREAS, Bowne assigned the Services to Contractor under the Consent and Assignment Agreement; and

WHEREAS, the County consented to the assignment of the Agreement to Contractor in the Consent and Assignment Agreement; and

WHEREAS, Bowne is no longer providing Services under the Agreement and Contractor assumed the Services underlying the Bowne Agreement on April 9, 2018 and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 28, 2019 (the "Term"); and

WHEREAS, the Original Contract has three (3) renewal options ("Renewal Options"); and

WHEREAS, the County desires to exercise the Renewal Option 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 Renewal. The County hereby exercises its final Renewal Options extending the Term for an additional one (1) year period so that the termination date of the Original Agreement, as amended herein, shall be February 29, 2020.
2. Compliance with Law. The "Compliance with Law", Paragraph 8 of the Original Agreement is hereby modified to include the following two additional new sub-sections:
 - g. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
 - h. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
3. 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 herein.

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

LiRo GIS AND SURVEY P.C.

Name: _____

Luis M. Tormenta, PE

Title: Chief Executive Officer

Date: 11/2/18

NASSAU COUNTY

By: _____

Name: _____

Helena Williams

Title: Deputy County Executive

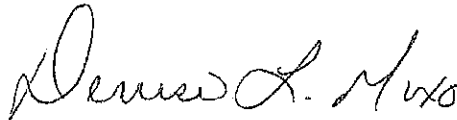
Date: _____

4-2-19

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of Nov. in the year 2018 before me personally came Luis Tormenta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the CEO of Libro GIS & Survey P.C., 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.



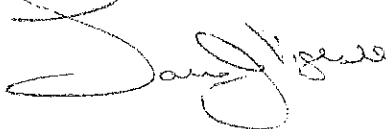
NOTARY PUBLIC

DENISE L. MUXO
NOTARY PUBLIC, State of New York
No. 01MU6051939
Qualified in Suffolk County
Commission Expires December 11, 2018

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

On the 2 day of April in the year 2019 before me personally came Helena Williams 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



LAURA J. VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2018 20
COMMISSIONED IN NASS COUNTY